SUPREME COURT OF THE UNITED STATES.

No.

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SUPREME COURT OF THE UNITED STATES.

No. 264.

WILLIAM SLATER, COMPLAINANT AND APPELLANT,

vs.

LEWIS MAXWELL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF VIRGINIA.

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1 Pleas, held at the court-house, in the town of Clarksburg, Harrison County, Virginia, before the Hon. John W. Brockenbrough, judge of the district court of the United States for the western district of Virginia, on Thursday, the fourth day of April, in the year of our Lord one thousand eight hundred and sixty-one, and in the eighty-fifth year of the independence of the United States of America.

Be it remembered, that heretofore, to wit, on the seventh day of January, in the year of our Lord one thousand eight hundred and fifty-two, William Slater came in the clerk's office of the district court of the United States for the western district of Virginia, at Clarksburg, and then and there directed a writ of summons to be issued by the clerk of said court against Lewis Maxwell; which said writ and return thereon made is in the words and figures following, to wit:

The President of the United States of America to the marshal of the western district of Virginia, greeting:

You are hereby commanded to summon Lewis Maxwell, a citizen of the State of Virginia, and resident of the western judicial district thereof, to appear before the *the* judge of the district court of the United States for the western district of Virginia, at Clarksburg, on the rule day, in February next, to answer a bill in chancery exhibited against him in our said court by William Slater, a citizen and inhabitant of the State of Maryland,
2 and have then there this writ. Witness the Hon. John W. Brockenbrough, judge of the United States court for the western district of Virginia, at Clarksburg, this 7th day of January, in the year of our Lord one thousand eight hundred and fifty-two, and in the 76th year of the independence of the United States of America.

ERASMUS STRIBLING,
Clk U. S. D. C. W. D. Va.

Return served as noted on the back.

N. GOFF, *D. M.*

And at other days, to wit, at rules, held in the clerk's office of the said court, for the months of February and March, 1852, then next following, this cause was continued till the then next rule day. And at rules, held in the clerk's office of the said court, for the month of April, the complainant, by his attorney, filed his bill, which is in these words:

To the Hon. John W. Brockenbrough, judge of the United States court for the western district of Virginia, holden at Clarksburg:

Humbly complaining, sheweth unto your honor your orator, William Slater, a citizen of the State of Maryland, that on the 1st day of April, 1840, he purchased from Henry O. Middleton, of the State of Virginia, nineteen thousand nine hundred and ninety-four acres of land, consisting of several parcels, but all lying in the county of Ritchie, within the western judicial district of Virginia. The aforesaid lands were placed upon the books
3 of the commissioner of the revenue in the county of Ritchie aforesaid, and charged with taxes thereon for the years 1841, '42, '43, and '44; and your orator having sold and conveyed to other persons all the land so conveyed to him by the said Middleton by deed bearing date the 1st day of August, 1840, and admitted to record the 15th day of December, 1840, except eleven thousand nine hundred and forty-three acres thereof, the whole 19,994 acres nevertheless remained upon the commissioner's books charged with taxes in the name of your orator, and the whole were returned delinquent by the sheriff of Ritchie County for the non-payment of taxes thereon for the years 1841, '2, '3, and '4. The taxes due upon the said lands for those

years amounted to thirty dollars and three cents. That by an act passed by the general assembly of Virginia on the 24th day of February, 1841, it was declared in the 96 section of said act, among other things, that the auditor of public accounts should cause a list of lands returned delinquent for each year on which the taxes were not paid, to be delivered to the sheriff of each county in which the lands were situate; and such sheriff, in the manner therein prescribed, should proceed to sell such lands, or so much thereof as should be sufficient to satisfy the taxes and damages due on such lands, with five per centum to the sheriff for his trouble in making sales; and by the 97th section of the same act, the sheriff, in making such sales, was required to conform to the directions and provisions of another act of the legis-
4 lature of the same State, passed 10th March, 1832, which latter act, by the 13th section thereof, authorized the sheriff to sell the entire tract or such part thereof as should be sufficient to discharge the taxes and damages due the commonwealth upon such land, and five per cent. commission to the sheriff for his trouble in making such sales. Under the authority of the two aforesaid acts of the legislature of Virginia, the auditor of public accounts of said State transmitted a list of lands situate in Ritchie County, which had been returned delinquent for non-payment of taxes, to the sheriff of said county, with directions to sell the same in manner prescribed by law; and the sheriff of the said county, on the 7th day of October, 1845, exposed to sale at the court-house of his county the whole of the aforesaid 19,994 acres to satisfy the sum of $30 03, being the amount of taxes and damages for which the said land had been returned delinquent, and actually sold the whole 19,994 acres to Louis Maxwell, a citizen of the State of Virginia and resident of Lewis County, for the paltry sum of $30 03. At the time the said sale was so made the county of Dodderidge had been created by an act passed 4th February, 1845, and the boundaries of that county embraced and included within its limits 11,943 acres of the said land so purchased by the said Maxwell, and the clerk of the county court of Ritchie County aforesaid conveyed to the said Maxwell the land so situate in the county of Dodderidge by deed of conveyance bearing date the 27th day of October,
5 1847, which has been duly admitted to record in the county court of Dodderidge County. An official copy thereof is herewith filed, marked A, and prayed to be received as part of this bill. The residue of the land so purchased by the said Maxwell remains in the county of Ritchie, which adjoins the county of Dodderidge, and the clerk of Ritchie County on the same 27th October, 1847, conveyed to the said Maxwell 8,001 acres, parcel of the 19,994 acres, which 8,001 acres remained in the county of Ritchie. An official copy of the latter deed, marked B, is herewith filed and prayed to be received as part of this bill. Thus it will be perceived that the said Maxwell has ostensibly become the owner of 19,994 acres of land for the inconsiderable sum of $30 03, for which land your orator paid to the said Middleton the sum of $3,043. Your orator further sheweth unto your honor that on the 1st day of August, 1840, he conveyed to William L. Hopkins and James Moir, of the city of Baltimore, 7,955 acres of the land so purchased by your orator from the said Middleton. So that at the time of the said sale your orator owned but 12,039 acres of the said land. Your orator has understood that the said Maxwell and Hopkins and Moir have made some arrangement in relation to the land so conveyed by your orator to the said Hopkins and Moir, whereby Maxwell has surrendered his purchase of their land. The land so conveyed by your orator to the said Hopkins and
6 Moir is described in the deed made by your orator to them, a copy whereof, marked C, is herewith filed and prayed to be received as part of this bill.

Your orator charges that the land he so owned at the time the same was so sold by the said sheriff was worth at that time at least fifty cents per acre, making the total value about $6,000; yet the sheriff of that county instead of selling a small parcel of the land, sufficient to pay the $30 03 taxes due thereon, regarded it his privilege in executing his authority as sheriff to cry off the whole 19,994 acres to the said Maxwell for the said sum of $30 03; and the said Maxwell most obstinately and perseveringly insists that the extraordinary sale so made as aforesaid has divested your orator of his right to said land and vested it in himself beyond the power of a court of law or equity. Your orator has offered to refund to the said Maxwell the money he so paid for the said land, with all costs and expenses incurred by him in relation thereto, if he would surrender his claim to the said land, yet he refuses to do so. He now has possession of the land so conveyed to him by the said clerk, and insists that your orator has no remedy at law or in equity to recover the same from him. Your orator insists that a small portion of said land, not exceeding 200 acres of the least valuable portion thereof, would have sold for a sum sufficient to pay the taxes and
7 damages then due the commonwealth upon the said land; yet the said sheriff fraudulently combined with the said Maxwell to enable the latter to purchase the whole land at a grossly inadequate price, so gross as to be fraudulent as to your orator, against which equity will relieve. And your orator further insists that the said act of assembly which authorized the sheriff to sell the said land gave him power to sell only so much thereof as was sufficient to pay the said taxes and damages, and his sale of the whole was such an abuse of his authority to the injury of your orator as will authorize and require a court of equity to set his proceedings aside upon equitable terms. (See Yancy *vs.* Hopkins, 1 Munford, 419; 7 Leigh, 24; Steed's ex'ors *vs.* Crouse, 4 Cranch, 403.) Your orator insists, for the reasons hereinbefore stated, that the said Maxwell ought to be decreed to release to your orator whatever right he hath to your orator's land acquired under the said sale upon receiving from your orator the money so paid by him on account of the said taxes, together with any other proper costs and charges he may have incurred in the care and management of the said land since his purchase.

And your orator further charges that at the time the said land was so offered for sale by the said sheriff a great many persons were present attending the sales then being made by the said sheriff, with a view to purchase small tracts for farming purposes had the same been offered for
8 sale in that way, but the said Lewis Maxwell stated to the bystanders attending the said sale that he was an authorized agent to buy in the said land for your orator, and in this way he put down all competition and bidding for the said land and was enabled to have the whole knocked off to him for the amount of the taxes. This conduct on the part of the said Maxwell was pursued by him as a means of enabling himself to buy without competition all the lands of your orator for a song, and he did by such means most effectually accomplish his designs. Your orator insists that this conduct on the part of said Maxwell was fraudulent as to your orator, and that a court of equity will redress it by compelling him to yield up his claim to such land acquired under such circumstances.

In tender consideration whereof, and forasmuch as your orator has not a plain and adequate remedy at law for the grievances herein stated, but is relievable in equity, he prays that the said Lewis Maxwell, a citizen of the State of Virginia as aforesaid, be made defendant to this bill, and answer all and singly the allegations hereof, as specially and particularly as if he were thereto specially interrogated; and, the premises considered, that your honor decree that the said Maxwell yield up to your orator possession of the

said land, and also release to your orator whatever right to the said land he may have acquired under the deeds so made by the said clerk, and
9 grant to your orator such other further and general relief in the premises as to equity appertains, &c.

HARRISON, *Compl't's Atto.*

And at the same day, year, and rules last aforesaid this cause was continued.

And at other days, to wit, at rules, held in the clerk's office of the said court, for the months of May, June, July, and August, 1852, then next following, this cause was continued till the then next rule day.

And at another day, to wit, at a district court of the United States for the western district of Virginia, held at Clarksburg, on the second day of September, 1852, came the parties, by their counsel, and on motion of the defendant he hath leave to file his answer, which is thereupon filed in court, and to which the complainant replies generally; which said answer is in these words, to wit:

The answer of Lewis Maxwell to the bill exhibited against him in the circuit court of the United States, held at Clarksburg, in the name of William Slater.

This respondent, for answer thereto, saith that he, on the 7th day of October, 1845, at the sale of delinquent land forfeited for the non-payment of taxes in the county of Ritchie, Virginia, purchased three tracts of land, one tract of 2,000 acres in the name of David Stuart, jr., for the sum of $3 21; one other tract of 19,994 acres in the name of William Slater, for the sum of $31 53 cents; also a tract of 4,000 acres in the name of R. M. R.
10 Smith, for the sum of 40 cents. This latter tract was redeemed according to law; but not one cent was paid or offered to this respondent within two years after said sale to redeem the tract of 19,994 acres purchased in the name of William Slater. The charge in the complainant's bill that the sheriff who made the sale exceeded his authority is unfounded, as this respondent believes. The sheriff offered to sell a part of each tract first, and failing to get a bid, he then offered the whole tract, and sold it; but failing to get a bid for the whole tract, struck it off to the commonwealth, as he believes. The list of said sales show that the greater number of tracts so sold at that sale were sold to the commonwealth. The charge in complainant's bill that the sheriff who made the sale of said tract of 19,994 acres combined with this respondent and made a fraudulent sale is untrue. The charge in said bill that this respondent stated to the bystanders at said sale that he was an authorized agent to buy said tract of 19,994 acres for William Slater is believed by this respondent to be also untrue. This respondent denies that his conduct was fraudulent in any way at that sale. This respondent does not consider said tract of land in 1845 worth fifty cents per acre. It was, as he believes, sold in 1839 at less than sixteen cents per acre, and conveyed by general warranty deed. After the
11 sale so *so* made by the sheriff of the tract of 19,994 acres to this respondent Thomas Levering claimed 3,979 acres of said land, and Gustavus W. Luman claimed 2,000 acres other parcel of said 19,994 acres. This respondent settled with them and took a release from each of them. But this respondent did not surrender his title, as stated in said bill, but has the land now on the commissioner's books, and holds it by virtue of the deed made under said sale. Two others put up claims to other part of the 19,994 acres to about 6,000 acres; and one other person claimed the whole 19,994 acres. To the charge that the tract of 19,994 acres was sold for an inadequate price this respondent says that he bid more than any other person;

and it is believed that said tract sold, according to its value, at as high a rate as other lands sold at said sale and higher than most of the tracts offered at said sale, they being struck off to the commonwealth, no one bidding for them. Many are unwilling to bid for unimproved land. At such sales the land may be listed in the wrong name, its boundary uncertain, and may covered by an elder patent and beset with litigation and other things, making it hazardous to purchase. The law directs the sheriff to sell and impliedly invites purchasers to buy. To presume fraud and set aside
12 sales of forfeited and delinquent land sold for non-payment of taxes because the purchase-money was not a large amount, calling it inadequate, would be calculated, as this respondent believes, to discourage sales hereafter, and open the door of much unjust speculation at the expense of those who have fairly purchased lands at those sales, and who have paid all the commonwealth dues and made valuable improvements on the land; and it would seem to run against the act of assembly that declares that after the time for redemption shall have elapsed the regularity of such sales shall not be questioned, but for specified causes. (See sup. to R. Code of Va., page 363.) This respondent made a fair and legal contract, and claims the benefit thereof, and denies all fraud and collusion whatever; and having answered all that he deems material that he should answer in this cause begs to be dismissed with his reasonable costs.

LEWIS MAXWELL.

LEWIS COUNTY, *to wit:*

Lewis Maxwell personally appeared before , a justice of the peace for said county, and made oath that the within answer contains the truth, as he believes.

Sworn to before me this 27th day of August, 1852.

ALLEN SIMPSON, *J. P.*

And at rules, held in the clerk's office of said court, for the months of September, October, November, and December, 1852, and for January
13 and February, 1853, this cause was continued till the then next rule day.

And at rules, held in the clerk's office of said court, for the months of March, 1853, this cause was set for hearing by complainant.

And at another day, to wit, at a district court of the United States for the western district of Virginia, continued and held at Clarksburg, on the 1st day of April, 1853, by consent of parties, by their counsel, it is ordered that this cause be continued until the next term.

And at another day, to wit, at a district court of the United States for the western district of Virginia, held at Clarksburg, on the 1st day of September, 1853, by consent of parties, by their counsel, it is ordered that this cause be continued until the next term.

And at another day, to wit, at a district court as aforesaid, held on the 1st day of April, 1854, by consent of parties, by their counsel, it is ordered that this cause be continued until the next term.

And at another day, to wit, at a district court as aforesaid, held on the 2d day of September, 1854, for reasons appearing to the court, it is ordered that this cause be continued until the next term.

And at another day, to wit, at a district court as aforesaid, held on the 27th day of March, 1855, by consent of parties, by their counsel, it is ordered that this cause be continued until the next term.

14 And at another day, to wit, at a district court as aforesaid, continued and held on the 28th day of August, 1855, on motion of the complainant he hath leave to amend his bill. And on his further motion it

is ordered that this cause be remanded to rules for further proceedings to be therein had.

And at other days, to wit, at rules, held in the clerk's office of the district court as aforesaid, for the months of September, October, November, and December, 1855, this cause was continued.

And at other days, to wit, at rules, held in the clerk's office of the district court as aforesaid, for the months of January, February, March, April, May, June, July, August, September, October, November, and December, 1856, this cause was continued.

And at other days, to wit, at rules, held in the clerk's office of the district court as aforesaid, for the months of January, February, March, April, and May, 1857, this cause was continued.

And at another day, to wit, at rules, held in the clerk's office of the district court as aforesaid, for the month of June, 1857, the complainant, by his counsel, filed an amended bill, and directed the clerk to issue a subpœna in chancery, returnable to July rules, for the defendant to answer said amended bill; which said amended bill and subpœna in chancery, with the marshal's return therein endorsed, are in the words and figures following, to wit:

To the Hon. John W. Brockenbrough, judge of the United States court for the western district of Virginia, holden at Clarksburg:

Humbly complaining, showeth unto your honor your orator, William Slater, a citizen of the State of Maryland, that on the first day of April, 1840, he purchased from Henry O. Middleton, of the State of Virginia, nineteen thousand nine hundred and ninety-four acres of land, consisting of several parcels, but all lying in the county of Ritchie, within the western judicial district of Virginia. The aforesaid lands were placed upon the books of the commissioner of the revenue in the county of Ritchie aforesaid, and charged with taxes thereon for the years 1841, '42, '43, and '44. And your orator having sold and conveyed to other persons all the land so conveyed to him by the said Middleton by deed, bearing date the 1st day of August, 1840, and admitted to record the 15th day of December, 1840, except eleven thousand nine hundred and forty-three acres thereof, the whole 19,994 acres nevertheless remained upon the commissioner's books charged with taxes in the name of your orator, and the whole were returned delinquent by the sheriff of Ritchie County for the non-payment of the taxes thereon for the years 1841, '2, '3, and '4. The taxes due upon the said lands for those years amounted to thirty dollars and three cents. That by an act passed by the general assembly of Virginia on the 24th day of February, 1841, it was declared in the 96th section of the said act, among other things, that the auditor of public accounts should cause a list of all lands returned delinquent for each year, for which the taxes were not paid, to be delivered to the sheriff of each county in which the lands were situate, and such sheriff, in the manner therein prescribed, should proceed to sell such lands, or so much thereof as should be sufficient to satisfy the taxes and damages due on such lands, with five per centum to the sheriff for his trouble in making sales; and by the 97th section of the same act the sheriff in making such sales was required to conform to the directions and provisions of another act of the legislature of the same State, passed 10th March, 1832. This latter act, by the 13th section thereof, authorized the sheriff to sell the entire tract, or such part thereof as should be sufficient to discharge the taxes and damages due the commonwealth upon such land, and five per cent. commission to the sheriff for his trouble in making such sales. Under the authority of the two aforesaid acts of the legislature of Virginia the auditor of public accounts of said State transmitted a list of lands situate in Ritchie County which had been returned delinquent for non-payment of taxes, to the sheriff of said county, with direc-

tions to sell the same in manner prescribed by law; and the sheriff of the said county, on the 7th day of October, 1845, exposed to sale at the court-house of his county the whole of the aforesaid 19,994 acres to satisfy the sum of $30 03, being the amount of taxes and damages for which the said land had been returned delinquent, and actually sold the whole 19,994 acres to
17 Lewis Maxwell, a citizen of the State of Virginia and resident of Lewis County, for the paltry sum of $30 03. At the time the said sale was so made the county of Dodderidge had been created by an act passed 4th February, 1845, and the boundaries of that county embraced and included within it limits 11,943 acres of the said land so purchased by the said Maxwell, and the clerk of the county court of Ritchie County aforesaid conveyed to the said Maxwell the land so situate in the county of Dodderidge by deed of conveyance, bearing date the 27th day of October, 1847, which has been duly admitted to record in the county court of Dodderidge County. An official copy thereof is herewith filed, marked letter A, and prayed to be received as part of this bill. The residue of the land so purchased by the said Maxwell remains in the county of Ritchie, which adjoins the county of Dodderidge; and the clerk of Ritchie County, on the same 27th October, 1847, conveyed to the said Maxwell 8,001 acres, parcel of the 19,994 acres, which 8,001 acres remained in the county of Ritchie. An official copy of the latter deed, marked B, is herewith filed, and prayed to be received as part of this bill. Thus it will be perceived that the said Maxwell has ostensibly become the owner of 19,994 acres of land for the inconsiderable sum of $30 03, for which land your orator paid the said Middleton the sum of $3,043.

18 Your orator further sheweth unto your honor that on the 1st day of August, 1840, he conveyed to William L. Hopkins and James Moir, of the city of Baltimore, 7,955 acres of the land so purchased by your orator of the said Middleton, so that at the time of the said sale your orator owned but 12,039 acres of the said land. Your orator has understood that the said Maxwell and Hopkins and Moir have made some arrangement in relation to the land so conveyed by your orator to the said Hopkins and Moir, whereby Maxwell has surrendered his purchase of their land. The land so conveyed by your orator to the said Hopkins and Moir is described in the deed made by your orator to them, a copy whereof, marked C, is herewith filed, and prayed to be received as part of this bill. Your orator charges that the land he so owned at the time the same was so sold by the said sheriff was worth at that time at least fifty cents per acre, making the total value about $6,000; yet the sheriff of that county instead of selling a small parcel of the land sufficient to pay the $30 03 taxes due thereon, regarded it his privilege in executing his authority as sheriff to cry off the whole 19,994 acres to the said Maxwell for the said sum of $30 03; and the said Maxwell most obstinately and perseveringly insists that the extraordinary sale so made as aforesaid has divested your orator of his right to the said land and vested it in him beyond the power of a court of law or
19 equity. Your orator has offered to refund to the said Maxwell the money he so paid for the said land, with all costs and expense incurred by him in relation thereto, if he would surrender his claim to the said land; yet he refuses to do so. He now has possession of the land so conveyed to him by the said clerk, and insists that your orator has no remedy at law or in equity to recover the same from him.

Your orator insists that a small portion of said land, not exceeding 200 acres of the least valuable portion thereof, would have sold for a sum sufficient to pay the taxes and damages then due the commonwealth upon the said land; yet the said sheriff fraudulently combined with the said Maxwell to enable the latter to purchase the whole lands at a grossly inadequate

price, so gross as to be fraudulent as to your orator, against which equity will relieve.

And your orator further insists that the said act of assembly which authorized the sheriff to sell the said land, gave him power to sell only so much thereof as was sufficient to pay the said taxes and damages, and his sale of the whole was such an abuse of his authority to the injury of your orator as will authorize and require a court of equity to set his proceedings aside upon equitable terms. (See Yancy *v.* Hopkins, 1 Munford, 419; 7 Leigh, 24; Steed's ex'or *v.* Crouse, 4 Cranch, 403.)

Your orator insists, for the reasons hereinbefore stated, that the
20 said Maxwell ought to be decreed to release to your orator whatever right he hath to your orator's land acquired under the said sale, upon receiving from your orator the money so paid by him on account of the said taxes, together with any other proper costs and charges he may have incurred in the care and management of the said land since his purchase.

And your orator further charges that at the time the said land was so offered for sale by the said sheriff a great many persons were present, attending the sales then being made by the said sheriff, with a view to purchase small tracts for farming purposes had the same been offered for sale in that way; but the said Lewis Maxwell stated to the bystanders attending the said sale that your orator would redeem his land from the purchaser, and in that way he put down all competition and bidding for the said land, and was enabled to have the whole knocked off to him for the amount of the taxes. This conduct on the part of the said Maxwell was pursued by him as a means of enabling himself to buy, without competition, all the lands of your orator for a song, and he did by such means most effectually accomplish his designs. Your orator insists that this conduct on the part of the said Maxwell was fraudulent as to your orator, and that a court of equity will redress it by compelling him to yield up his claim to the said land acquired under
21 such circumstances.

In tender consideration whereof, and forasmuch as your orator has not a plain and adequate remedy at law for the grievances herein stated, but is relievable in equity, he prays that the said Lewis Maxwell, a citizen of the State of Virginia, as aforesaid, be made defendant to this bill, and answer all and singly the allegations hereof, as specially and particularly as if he were thereto specially interrogated; and, the premises considered, that your honor decree that the said Maxwell yield up to your orator possession of the said land, and also release to your orator whatever right to the said land he may have acquired under the deeds so made by the said clerk, and grant to your orator such other further and general relief in the premises as to equity appertains.

HARRISON, *Compl't Att'y.*

Summons.

The President of the United States of America to the marshal of the western district of Virginia, greeting:

You are hereby commanded to summon Lewis Maxwell, a citizen and inhabitant of the State of Virginia, and of the judicial district aforesaid, to appear before the judge of the district court of the United States for the western district of Virginia, at Clarksburg, at rules, to be held in the clerk's office of our said court, on the first Monday in July next, to answer an amended bill in chancery, filed against him in our said court by William
22 Slater, a citizen and inhabitant of the State of Maryland, and this he shall in nowise omit under the penalty of the law. And have then there this writ.

Witness John W. Brockenbrough, esq., judge of the United States court for the district aloresaid, at Clarksburg, this 23d day of June, in the year of our Lord one thousand eight and fifty-seven, and in the 81st year of the independence of the United States of America.

[SEAL.] THOS. L. MOORE, *Clerk D. C. U. S., W. D. Va.*

Return.

Served on the within-named Lewis Maxwell, on the 24th day of June, 1857, by leaving a true copy hereof, in writing, posted at the front door of the usual place of abode of said Maxwell, neither he, nor his wife, nor any white person who is a member of his family and above the age of sixteen years, being found thereat. The said defendant resides in Dodderidge County, Virginia.

D. T. HEWES, *D. M.*,
For J. T. MARSTON, *Marshall W. D. Va.*

And at another day, to wit, at rules, held in the clerk's office of the district court aforesaid, for the month of July, 1857, this day came the plaintiff, by his counsel, and the subpœnas awarded in this case being returned executed on the defendant, and he still failing to appear to file his answer although two months have elapsed as well since the complainant filed his bill as since the service of the subpœnas upon the said defendant; on the motion of the complainant, his bill is taken for confessed as to the
23 said defendant, and the court will proceed at a future day to decree the matter thereof, unless the said defendant at or before the next rules shall show cause to the contrary.

And at another day, to wit, at rules, held in the clerk's office for the district court aforesaid, for the month of August, 1857, the defendant having failed to file his answer to the complainant's bill in this cause, on motion of the complainant, by his counsel, his said bill as amended is taken for confessed, and it is ordered that this cause be set for hearing.

And at another day, to wit, at a district court of the United States for the said western district of Virginia, held at Clarksburg aforesaid, on the 25th day of August, in the year 1857, the defendant here filed his answer to the complainant's amended bill; which answer is in these words:

The answer of Lewis Maxwell to the amended bill in the name of William Slater, against him in the circuit court of the United States, holden at Clarksburg.

This respondent, for answer to the charge that this respondent stated to the bystanders attending said sale that William Slater would redeem his land from the purchaser, this respondent has no recollection of making said statement, nor does he believe that he stated that William Slater would redeem his land. This respondent believes the charge that he stated to the bystanders attending said sale that William Slater would redeem his land from the purchaser to be untrue. This respondent having answered
24 as far as he deems it material he should answer, begs to be dismissed, &c.

LEWIS MAXWELL.

HARRISON COUNTY, *Virginia:*

Lewis Maxwell personally appeared before me, a justice of the peace in and for said county, and made oath that the foregoing answer is true, as he believes.

Sworn to before me this 25th day of August, 1857.

WM. STEWART, *J. P.*

To which the complainant replied generally.

And at another day, to wit, at a district court of the United States for the said western district of Virginia, held at Clarksburg aforesaid, on the 2d day of September, 1857, for reasons appearing to the court, it was ordered that this cause be continued until the next term.

And at another day, to wit, at a district court of the United States for the said western district of Virginia, held at Clarksburg aforesaid, on the 31st day of March, 1858, by consent of parties, by their counsel, it was ordered that this cause be continued until the then next term.

And at another day, to wit, at a district court of the United States for the said western district of Virginia, held at Clarksburg aforesaid, on the 26th day of August, 1858, by consent of parties, by their counsel, it was ordered that this cause be continued until the then next term.

And at another day, to wit, at a district court of the United States for the western district of Virginia, held at Clarksburg aforesaid, on the 4th day of April, 1859, on motion made, and for reasons appearing to the court,
25 it was ordered that this cause be continued until the then next term.

And at another day, to wit, at a district court of the United States for the western district of Virginia, held at Clarksburg aforesaid, on the 26th day of August, 1859, came the parties, by their counsel, and on motion of the complainant, by his counsel, it is ordered that this cause be remanded to rules for further proceedings to be had therein; and leave is given the said complainant to amend his bill.

And at other days, to wit, at rules, held in the clerk's office of the district court aforesaid, for the months of September, October, November, and December, 1859, this cause was continued.

And at other days, to wit, at rules, held in the clerk's office of the district court aforesaid, for the months of January and February, 1860, this cause was continued.

And at another day, to wit, at rules, held in the clerk's office in the district court aforesaid, for the month of March, 1860, this cause was set for hearing by the complainant.

And at another day, to wit, at a district court of the United States for the said western district of Virginia, held at Clarksburg aforesaid, on the 26th day of March, 1860, the depositions of John P. Harris, Noah Rexroad, Wm. M. Patton, Wm. McGee, Henry Rexroad, and H. S. Wilkinson, heretofore received under seal and filed in this cause, were this day opened in court by order of the court.

And at another day, to wit, at a district court of the United States
26 for the western district of Virginia, held at Clarksburg aforesaid, on the 30th day of August, 1860, on motion of complainant, and for reasons appearing to the court, it was ordered this cause be continued until the then next term.

And now, at this day, to wit, at a district court of the United States for the said western district of Virginia, held at Clarksburg aforesaid, on the same day and year first herein mentioned, to wit, on the 4th day of April, in the year 1861, this cause came on this day to be heard on the origina and amended bills, the defendant's several answers to the same, the complainant's replications to said answers, and the several depositions and exhibits filed, and was argued by counsel. Whereupon, for reasons appearing in a written opinion and statement of facts in the cause, filed by the judge and ordered to be made a part of the record, it is adjudged, ordered, and decreed by the court that the complainant's bill be dismissed with costs. And thereupon the complainant prayed an appeal from this decree to the Supreme Court of the United States, and the same is allowed him on bond being given by himself or some one for him, with sufficient surety, in a penalty of $1,000, conditioned according to law. Which said written opinion and statement of facts is in these words:

WILLIAM SLATER
v.
LEWIS MAXWELL. } In chancery.

27 *Opinion.*

This suit is brought to annul two deeds executed by the clerk of Ritchie County, conveying a tract of 19,994 acres of land, of the date of the 27th October, 1847, to the defendant, in virtue of a sale of the said tract made by *by* the sheriff of Ritchie on the 7th of October, 1845, as delinquent for the non-payment of the taxes due thereon. The land was charged on the commissioner's books of Ritchie County in the name of the plaintiff, and returned as delinquent for the years 1841, '2, '3, '4; the aggregate of taxes for those years being $30 03. By authority of the acts of assembly in such cases provided, the auditor of public accounts transmitted a list of land in Ritchie County returned delinquent for the non-payment of taxes to the sheriff of said county, with directions to sell the same in the mode prescribed by law; and the sheriff, on the 7th of October, 1845, did expose said lands to sale, at the court-house of Ritchie County, including the tract of 19,994 acres above mentioned. At that sale the defendant became the purchaser of the said , at the price of $30 03, the amount of damages and taxes for which it had been returned delinquent. At the time of the sale recited above the county of Dodderidge had been created, viz: by an act of assembly passed 4th February, 1845, and this latter county embraced within its limits 11,943 of the said tract of 19,994 acres, the residue remaining in the county of Ritchie. The clerk of Ritchie County conveyed to the defendant the

28 entire tract of 19,994 acres on the same day, by two separate deeds, one conveying the portion of the tract lying in Dodderidge, and the other the residue situate in the county of Ritchie, which deeds were duly recorded in those counties respectively.

The original tract of 19,994 acres was conveyed to the plaintiff by H. O. Middleton, by deed of the 1st of April, 1840; and the plaintiff by deed of the first of August, 1840, conveyed 7,955 acres, part thereof, to Hopkins & Moir, of Baltimore, so that at the time of the sale by the sheriff, the *the* whole tract was charged on the commissioner's books of Ritchie in the name of the plaintiff, Wm. Slater, he in truth at that time owned but 12,039 acres of said land. The original bill charges that the land was worth, at the time of the sale, 50 cents per acre, or $6,000; yet that the sheriff, instead of selling a small portion of it, sufficient to pay $30 03, the taxes and damages due thereon, set up the whole, which was knocked down to the defendant for the amount of the mere damages and taxes, whereby the defendant claimed that the right of the plaintiff in said land was divested, and that his entire title was vested in the defendant beyond the power of a court of law or equity to shake it; that the plaintiff had offered to refund to the defendant his purchase-money, with all costs and expenses incurred in relation thereto, if he would surrender his claim to said land, which the defendant obstinately refused to do. There is no averment, however, that such a proposition

29 had been made within two years from the date of the sale.

It is further charged that a small portion of the said tract would have sold for a sum sufficient to have satisfied the small arrears of taxes and damages due thereon, yet that the sheriff who conducted the sale fraudulently combined with the defendant to enable the latter to purchase the whole at a price so grossly inadequate as to amount, per se, to evidence of fraud, against which a court of equity should relieve. Again, it is insisted that the sheriff exceeded his authority in selling the whole tract out and out, whereas he had no legal authority to sell more of it than the very minute portion which would have been required to satisfy the taxes and damages

with which it was charged, and that a court of equity should set aside his proceedings on equitable terms; that the defendant should be decreed to release to the plaintiff whatever interest he acquired in the lands aforesaid, in virtue of the sale and conveyances recited above, on being reimbursed the money advanced by the defendant, with interests and costs, and all reasonable charges incurred in the care and management of the land since its purchase.

It is further charged that the sale was numerously attended by persons desirous of purchasing small farms, if the tract had been offered for sale in that way; but that the defendant stated to the bystanders attending
30 the sale that he was the authorized agent to buy in the tract for the plaintiff, and thus he put down all competition and bidding, and was enabled to have the whole knocked down to him for the paltry sum of $30 03. The amended bill—or, rather, the amendment to the bill made at the June rules, 1857, for there was no separate supplemental bill filed—expunged the charge that the defendant represented to the bystanders, "that he was the authorized agent to buy in the tract for the plaintiff," and inserted in lieu thereof the charge that the defendant represented "that the plaintiff would redeem his land from the purchaser." It was a simple substitution of one charge for another, leaving all preceding and following the substituted charge equally applicable to it, as to the original charge, and this is the whole extent of the amendment. The bill concludes with the usual prayer for discovery and relief.

The answer admits that the defendant was at the sale of delinquent lands in Ritchie County, set forth in the bill; became the purchaser of the tract of 19,994 acres, as stated in the bill. It affirms that no part of the purchase-money was refunded or tendered to the defendant within two years after the sale, by the plaintiff, or by any one on his behalf. It is expressly denied that the sheriff exceeded his authority in the manner stated in the
31 bill, and affirms that the sheriff offered to sell a portion of each tract first, and failing to get a bid, offered the entire tract, and if a bid was made equal to the taxes and damages, it was knocked down to the purchaser, and if not, to the C. W.; and that the defendant, having become a bidder for the tract in question, after an unavailing effort to sell a part, it was knocked down to him at his bid of $30 03, with five per cent. added as commissions to the sheriff, or $31 53. The charges in the bill of fraudulent combination between the sheriff and the defendant is expressly denied. The charge that defendant stated to the bystanders, that at the sale, that he was the authorized agent of the plaintiff to purchase the tract of 19,994, is not directly and positively denied; but respondent declares that he believes it to be untrue, and he adds a positive denial that his conduct was in any way fraudulent at that sale. There is an argumentative denial of the validity of the plaintiff's objection to the legality of the sale, on the ground of the inadequacy of consideration.

In his answer to the amendment of the plaintiff's bill, charging that the defendant stated to the bystanders at the sale that the plaintiff would redeem his land from the purchaser, the defendant says "that he has no recollection of making said statement, nor does he believe that he stated that William Slater would redeem his land. This respondent believes the
32 *the* charge that he stated to the bystanders attending said sale that William Slater would redeem his land from the purchaser, to be untrue."

The original bill was filed at April rules, 1852, and the original answer at the fall term of the same year, to which the plaintiff replied generally. At March rules, 1853, the cause was set for hearing by the plaintiff. At the spring term, 1855, leave was given to the plaintiff to amend his bill, and the

cause was remanded to rules. The bill, as amended, was filed in June, 1857, and spa. issued against defendant to answer, returnable to July rules, 1857, and at those rules returned executed; a decree nisi was entered against the defendant, and at the August rules, 1857, the amended bill was taken for confessed, and the cause set for hearing on the motion of the plaintiff. At the fall term, 1857, the defendant filed his answer to the amended bill, to which the plaintiff replied generally. At the spring term, 1860, the cause was fully argued on the bills and answers, original and amended exhibits and depositions, and I now proceed to state my views of the various questions presented by the record and discussed at the bar.

The gravamen of this charge is that the declaration imputed to the defendant that the plaintiff would redeem the land from the purchaser was made with a fraudulent purpose, and that this purpose was successfully accomplished by preventing competition and producing a sacrifice. The charge, therefore, resolves itself into two enquiries: 1. Was the declaration made as charged? 2. Had it the effect of stifling competition? If the answer to these enquiries be in the affirmative, I have no doubt about the equitable jurisdiction of this court to grant the relief prayed, notwithstanding its aid is invoked on grounds not appearing on the face of the proceedings, for although all irregularities not appearing upon the face of the proceedings are cured by the failure of the owner to redeem, within the prescribed period, lands sold for the non-payment of taxes, this provision could never have been designed to furnish a shield for a positive fraud.

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1. Did the defendant at the sale of the lands delinquent for the non-payment of taxes in Ritchie County, in 1845, declare to bystanders, when the Slater lands in controversy were offered for sale, that the said lands would be redeemed from the purchaser by the plaintiff? The charge is distinctly made in the amended bill, and is denied by the amended answer in the following terms, viz: the defendant says "he has no recollection of making said statement, nor does he believe that he stated that Wm. Slater would redeem his land. This respondent believes the charge that he stated to the bystanders attending that sale that Wm. Slater would redeem his land from the purchaser to be untrue." In general, if a fact is charged which is within the defendant's own knowledge, as if it is done by himself, he must answer positively, and not to his remembrance or belief; but here allowance is made for the fallibility of memory, and a discrimination is established between recent and remote acts or declarations done or made by the defendant. If the act was done within six or seven years the defendant must answer positively; if at a more remote period, tho' he speaks as to his own act or declaration, he may answer according to the best of his knowledge, remembrance, or belief. (Story's Equity Pleading, §§ 854, 855.) Applying this principle to the answer of the defendant here, how can it be affirmed that the answer is evasive? The defendant is required to speak to an oral declaration imputed to him twelve years before. Would it not be both unreasonable and unsafe, and of a demoralizing tendency, to require a party to deny the utterance of such words in positive and unequivocal terms. Here the defendant says he has no recollection of having made the statement; that he does not believe he ever made it, and that he believes that the charge that he made it to be untrue. I believe that is as much as the rules of equity pleading requires, and I cannot therefore pronounce the answer in this particular evasive. But if the amended answer was obnoxious to the objection of insufficiency, because it is not sufficiently positive and direct, it should have been exccpted to on that ground, and by replying to it generally the plaintiff has waived his objection to its insufficiency. After the plaintiff has thus replied to the defendant's plea or answer, he must content himself with the answer, and he cannot then go back

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to except to it for its insufficiency, he having admitted the answer to be sufficient, however imperfect it may be. (Story Eq. Pl'g, § 877.) Not being evasive, but as full and positive as equity requires under the circumstances, it is evidence which can only be overthrown by the testimony of two opposing witnesses equally credible with the defendant, or by one witness supported by corroborative circumstances. (1 Green. on Ev., § 200.) Here the testimony of two witnesses is relied on to establish the charge and overthrow the answer, and as this is the vital point in the case, I will briefly examine that testimony. Q. M. Zinn gave his deposition 15th Feb'y, 1843, this four years before the filing of the amended bill. The charge contained in the original bill was that defendant represented himself as the agent of the plaintiff to buy the land in for him. The charge in the amended bill is that the defendant stated to the bystanders that the plaintiff would redeem his land from the purchaser. The direct tendency of either statement, if proved, would be to prevent competition, and so work a fraud. The witness says he was present at the sale of the land in question, called the Slater land,
when the sheriff was crying it, and Lewis Maxwell, the defendant,
36 stepped up and said he knew the owners, and it was not worth while
for any person to buy it, that they would pay the taxes. This directly supports the allegation of the amended bill, but not of the original bill, and so is in direct opposition to the amended answer afterwards made. James R. Jones, in his deposition, made 26 July, 1859, says he was present at the sale of the lands in controversy, and that he heard defendant say, in the presence of Manly Zinn and S. T. Bukey, (since dead,) that he knew the men, and that it was no use for them to bid, that it would be redeemed. This, too, is in direct opposition to the amended answer. But the weight of this testimony is somewhat impaired by the testimony of several witnesses impeaching the veracity of the witness. The testimony in reference to the credibility of this witness is conflicting, and if the case went no further, it might be proper to direct an issue to try the truth of the matters alleged by the plaintiff, supported by these two witnesses and denied by the defendant. But assuming that the declaration imputed to the defendant is sufficiently established by these two witnesses, is there any sufficient proof of the other branch of the allegation, to wit, that in consequence of defendant's making this declaration to the bystanders he put down all competition and bidding for the said land, and was enabled to have the whole knocked off to him for
the amount of the taxes? The mere declaration, by whatever wicked
37 purpose prompted, this court can take no cognizance of unless it
produced a fraudulent result, and it is incumbent on the plaintiff to establish both propositions. Now there is no proof that the defendant made the statement to any bystander except to Jones, Zinn, and Bukey. On the contrary, many witnesses who were present depose negatively that they heard no such declaration from defendant, and no proof that either of those persons were influenced by the statement, and deterred from bidding, except that furnished by the deposition of Jones. This witness says "Mr. Zinn appeared like as if he wanted a piece of the land." Again, "It appeared to me that Mr. Bukey and Mr. Zinn were going to bid. They said they were going to bid on the Slater land." On his cross-examination he says Zinn did not tell him why he wished to bid for the Slater tract, "only he said he would like to have a piece of the Slater land." These statements tend to the conclusion that Zinn and Bukey would have bid for the Slater and but for the declaration of the defendant. But this conclusion is not sustained by the testimony of Zinn himself. After expressing the opinion that the Slater lands at the time of the sale were worth fifty cents per acre,
and that eighty acres would have been sufficient to pay the taxes
38 and damages, the question is asked him on cross-examination, "What
would the Slater land have been worth at the time of the sale, taking

a quitclaim deed?" His answer is, "I do not know what it would have been worth. I would not buy land at all with such a deed." Now if he had bought the Slater land at the sheriff's sale in October, 1845, he would have gotten no other title than under a quitclaim deed. The conclusion is clear that the witness Jones was mistaken in saying that Zinn told him that day that he wanted to bid for it at the sheriff's sale. Zinn is still living, and if he had intended to buy the land and was prevented from doing so by the fraudulent declaration of the defendant, why has not his deposition been again taken to establish so important a fact? or why was it shown when his deposition was taken in 1853? But that deposition shows exactly the reverse. We have not the same means of testing the accuracy of this witness's statement with reference to Bukey, as he was never examined, and is now dead. The witness speaks doubtingly; does not affirm directly that they were there to bid, and were prevented by the fraud of the defendant, and only says, in reference to Bukey and Zinn, "It appeared to me that Mr. Bukey and Mr. Zinn were going to bid; they said they were going to bid on the Slater land." We have seen that he was certainly mistaken with
39 regard to Zinn, and as he spoke of them in the same connection, the rational conclusion is that he was mistaken as to both. I would not be warranted in fixing the imputation of fraud upon this transaction upon testimony so light and unsatisfactory as this. Bill dismissed.

Complainant's depositions.

In the United States court for the western district of Virginia, at Clarksburg, in chancery.

WILLIAM SLATER }
vs.
LEWIS MAXWELL. }

The defendant, Lewis Maxwell, will take notice that at the instance and request of the plaintiff in the above suit I have appointed the 13th day of August next to take depositions for the plaintiff, to be read on his behalf on the trial of the above-mentioned cause; that the said depositions will be taken at the clerk's office of the county court of Ritchie County, in the State of Virginia; and if, for any cause, the taking of said depositions shall not be completed on the day above mentioned, the taking thereof shall be continued from day to day until the same be finished. You, the said Lewis Maxwell, are therefore hereby notified to be present at the time and place of taking said depositions, and put interrogatories to the witnesses, if you think fit.

In testimony whereof, I, John Harris, a justice of the said county of Ritchie, and as such a judge of the county court of said county of Ritchie,
40 have hereunto set my hand this 23d day of July, 1852.

JOHN HARRIS, *J. P.*

VIRGINIA, *Lewis County, to wit:*

This day Charles J. Moore appeared before me, a justice of the said county, and made oath that on the third day of August, 1852, he delivered a copy of the within notice to the within-named Lewis Maxwell. Given under my hand this 3d day of August, 1852.

J. NOOFTER, *J. P.*

In the United States district court for the western district of Virginia, at Clarksburg, in chancery.

WILLIAM SLATER }
vs.
LEWIS MAXWELL }

Pursuant to my notification to the defendant, herewith enclosed, I, John

Harris, a justice of the county court of Ritchie, in the State of Virginia, have on the 13th day of August, 1852, at the clerk's office of the county court of said county, at the instance of the above-named plaintiff; taken the depositions of Asa Bee, Zebulon Bee, Jonathan C. Louther, and Joseph M. Wilson, which are hereto annexed to be read in evidence on the trial of the above-named cause. The said Asa Bee being first duly cautioned and sworn to testify the whole truth, deposeth as follows:

Question by the complainant. Are you acquainted with the lands which the sheriff of Ritchie County sold on the seventh of October, 1845, as
41 the land of William Slater, for arrearages of taxes, and which were purchased by Lewis Maxwell, and subsequently conveyed to him by the clerk of Ritchie County court? If so, what do you suppose was the value of the lands at the time they were so sold?

Answer. I believe I am acquainted with one two-thousand-acre tract of said land; and I furthermore believe that the said land, when so sold in 1845, was worth 50 cents per acre.

Question by same. How many acres of said land do you suppose would have been sufficient to raise forty dollars if the land had been sold in parcels, at the time the said sale was made?

Answer. At the time of the said sale I think eighty acres, if sold separately, would have brought forty dollars.

Question per same. At the time said sheriff was engaged in making sale of said land, did you hear the defendant, Lewis Maxwell, make any statement relative to the owner of the land, and his bidding therefor? If you did, state what the defendant then said upon the subject.

Answer. I was not present at the sale.

The defendant, after objecting to the legal right of John Harris to take said depositions, propounded the following questions:

Question by defendant. What would be the value per acre in 1845
42 of the 2,000 acres of which you have spoken, with all the liens and claims thereon, taking a quitclaim deed?

Answer. From the impressions on my mind at this time, the situation of the land at that time, taking a quitclaim deed, would not be worth more than 25 cents per acre.

And further the deponent saith not.

ASA BEE.

The said Zebulon Bee, being first duly cautioned and sworn to testify the whole truth, deposeth as follows:

Question by the complainant. Are you acquainted with the lands which the sheriff of Ritchie County sold on the seventh of October, 1845, as the land of William Slater, for arrearages for taxes, and which were purchased by Lewis Maxwell, and subsequently conveyed to him by the clerk of Ritchie County court? If so, what do you suppose was the value of the lands at the time they were so sold?

Answer. I believe I am acquainted with one tract of the said William Slater's land; contains near two thousand acres; same land which was set forth in Asa Bee's testimony; and further, I believe the land at that time to be worth fifty cents per acre.

Question by the same. How many acres of the said land do you suppose would have been sufficient to raise forty dollars, if the land had been sold in parcels, at the time the said sale was made?

Answer. I suppose about eighty acres, if sold in separate parcels,
43 would have brought forty dollars.

Question by defendant. What would be the value per acre in 1845

of the two thousand acres of which you have spoken, with all the liens and claims thereon, taking a quitclaim deed?

Answer. I believe, taking all things into consideration, it was worth at that time twenty-five cents per acre with a quitclaim deed.

And further the deponent saith not.

ZEBULON BEE.

The said Joseph M. Wilson, being first duly cautioned and sworn to testify the whole truth, deposeth as follows:

Question by the complainant. Are you acquainted with the lands which the sheriff of Ritchie County sold on the seventh of October, 1845, as the land of William Slater, for arrearages of taxes, and which were purchased by Lewis Maxwell, and subsequently conveyed to him by the clerk of Ritchie County court? If so, what do you suppose was the value of the lands at the time they were so sold?

Answer. I am acquainted with about seven hundred acres of the Slater land. I suppose it to be worth at the time forty or fifty cents per acre.

Question by same. How many acres of the said land do you suppose would have been sufficient to raise forty dollars if the land had been sold in parcels, at the time the sale was made?

Answer. At the time of the said sale I think one hundred acres, if
44 sold separately, would have brought forty dollars.

Question per same. At the time said sheriff was engaged in making sale of said land, did you hear the defendant, Lewis Maxwell, make any statement relative to the owner of the land, and his bidding therefor? If you did, state what the defendant then said upon the subject.

Answer. I can't say that I did hear him refer to Mr. Slater.

Question by defendant. What would be the value per acre in 1845 of said Slater land of which you have spoken, with all the liens and claims thereon, taking a quitclaim deed?

Answer. I believe, taking all things into consideration, it was not worth more than twenty cents per acre at that time, taking a quitclaim deed.

And further the deponent saith not.

JOSEPH M. WILSON.

The said Jonathan C. Louther, being first duly cautioned and sworn to testify the whole truth, deposeth as follows:

Question by the complainant. Are you acquainted with the lands which the sheriff of Ritchie County sold on the seventh of October, 1845, as the land of William Slater, for arrearages of taxes, and which were purchased by Lewis Maxwell, and subsequently conveyed to him by the clerk of Ritchie County court? If so, what do you suppose was the value of the lands at the time they were so sold?

Answer. I am acquainted with about four thousand acres said to
45 be William Slater's land; one lot of two thousand I consider to be worth fifty cents per acre, the other two thousand to be worth sixty-two and a half cents per acre.

Question by attorney, Thomas Stinchcomb, for plaintiff. What do you believe to be the average value of the unimproved lands in that region of the country, generally, at that time of the sale of said land?

Answer. Sixty-two and a half cents per acre.

Question by complainant. How many acres of the said land do you suppose would have been sufficient to raise forty dollars if the land had been sold in parcels, at the time said sale was made?

Answer. Seventy-five acres.

Question by defendant. What would be the value per acre in 1845 of the four thousand acres of which you have spoken, with all the liens and claims thereon, taking a quitclaim deed?

Answer. I would not have been willing to give more than twenty-five cents per acre.

Question by same. Do you know of any of the land claimed by Slater, except the two lots you have spoken of lies in the boundary, that you have estimated at sixty-two and a half cents per acre?

Answer. I do not.

And further the deponent saith not.

JONATHAN C. LOUTHER.

46 And I, the said John Harris, a justice of the said county of Ritchie, and as such a judge of the county court of the said county, do further certify that I caused the defendant, Louis Maxwell, to be notified of the time and place of taking the said depositions, as will appear by my notification herewith enclosed, and that the said depositions were taken pursuant to the said notification. I further certify that the witnesses whose depositions have been taken by me were carefully examined, cautioned, and sworn to testify the whole truth, and that their depositions were reduced to writing by me in their presence, and that they subscribed their depositions in my presence. And I further certify that I am not of counsel or attorney to either of the parties, nor am I in anywise interested in the event of the said cause. All which I certify, together with the said depositions and notice, to the said court under my seal.

Given under my hand and seal this 13th day of August, 1852.

JOHN HARRIS, *J. P.* [SEAL.]

Which said depositions were endorsed: "1852, Aug. 20th, received under seal and filed by complainant. Postage endorsed 15 c.

"Fall term, opened in court by order of court.

"E. STRIBLING, *Clk.*"

STATE OF VIRGINIA, *Ritchie County:*

I, John Harris, a justice of the county court of Ritchie County, State of Virginia, certify that on the 15th day of February, 1853, at the clerk's
47 office of the county court of Ritchie County, State aforesaid, at the instance of William Slater, and in pursuance of my notification to Lewis Maxwell, hereto annexed, took the depositions of Q. M. Zinn, Asa Bee, and Zebulon Bee, hereto annexed, to be read in evidence on the trial of a cause pending in the district court of the United States for the western district of Virginia, holden at Clarksburg, wherein the said William Slater is complainant, and the said Lewis Maxwell is defendant. And I further certify that the depositions of the said witnesses were reduced to writing by me, and were subscribed by the said witnesses in my presence; that the said witnesses were sworn by me to testify the whole truth, and were carefully examined and cautioned by me to testify the whole truth. I further certify that I am not of counsel or attorney for either of the parties, nor am I interested in the event of the cause; which depositions are as follows: The said Q. M. Zinn, being interrogated by the complainant, deposes and says:

Question by the complainant. Are you acquainted with the lands, or any part thereof, which the sheriff of Ritchie County sold on the seventh of October, 1845, as the land of William Slater, for arrearages of taxes, and which were purchased by Lewis Maxwell, and subsequently conveyed to him by the clerk of Ritchie County court? If so, what do you suppose was the value of the lands at the time they were so sold?

48 I am acquainted with the lands called the Slater lands, and I suppose the lands in October, 1845, at the time of the sale thereof, was worth fifty cents per acre.

Question by the same. How many acres of the said land do you suppose would have been sufficient to raise forty dollars if the said lands had been sold in parcels, at the time the said sale was made?

Answer. At the time of the said sale I think eighty acres, if sold separately, would have brought forty dollars.

Question by same. At the time the said sheriff was engaged in selling the said land did you hear the defendant, Lewis Maxwell, make any statement relative to the owner of the land, and his bidding therefor? If you did, state what the defendant then said on the subject.

Answer. I was present at the sale of said land called the Slater land, when the sheriff was crying of it, and Lewis Maxwell stepped up and said he knew the owners, and it was not while for any person to buy it, that they would pay the taxes.

Question by the defendant. What would the Slater land have been worth at the time of the sale, taking a quitclaim deed?

Answer. I do not know what it would have been worth; I would not buy land at all with such a deed.

Question by the same. At the time you say I stepped up and made the observation, who was crying the sale?

Answer. It was in my mind it was Austin Berkley; I am not positive.

49 Question by the same. Are you positive and certain I made use of the words heretofore stated by you?

Answer. I am.

Question by same. Do you recollect who was standing by at the time I should have made those declarations?

Answer. I recollect Spencer T. Bukey was by. I do not recollect any other person.

Question by the same. Do you know whether the tract of Michael Stittinger, the tract of Gustave Luman, the tracts of T. & S. Smith, the tracts of James Moir and James Hopkins, and the tracts of J. Kerr, and the four tracts of Elijah Taylor, all belonged to the Slater connexion of land? If you do not know all, how many?

Answer. They tell me the Kerr tracts and the Slater tracts joins. I don't know as any of said tracts lies in the Slater connection.

Question by same. Was there any tracts at said sale sold in the name of Michael Stittinger, Thomas Levering, Gustave Luman, or Elijah Taylor?

Answer. I do not recollect.

Question by same. If those tracts lie in the Slater connexion and were sold, might not the defendant have alluded to some of those tracts?

Answer. The defendant might have alluded to those tracts or he might not. They were crying the Slater land at the time he stepped up and made the observations.

50 Question by same. Where did said sale take place, and what time in the day was the land in name of William Slater sold?

Answer. The sale took place at the Baptist church, at that time used as the court-house, I do not recollect, but some two or three o'clock in the afternoon.

And further the deponent saith not.

QUILLY M. ZINN.

The aforesaid Asa Bee, being first sworn and cautioned to testify the whole truth, deposes as follows:

Question by complainant. Are you acquainted with the lands, or any part

thereof, which the sheriff of Ritchie County sold on the seventh of October, 1845, as the land of William Slater, for arrearages of taxes, and which were purchased by Lewis Maxwell, and subsequently conveyed to him by the clerk of Ritchie County court? If so, what do you suppose was the value of the said lands at the time they were so sold?

Answer. I am acquainted with a part of the land said to be sold in October, 1845. I believe with a good title the land was worth fifty cents per acre.

Question by same. How many acres of the said land do you suppose would have been sufficient to raise forty dollars if the land had been sold in parcels, at the time the said sale was made?

Answer. If it had been sold for its worth I suppose eighty acres would have been sufficient to bring forty dollars.

Question by same. Have you heard the defendant, Lewis Maxwell,
51 make any statements about his having purchased the land of William Slater for taxes? If so, state what he said on the subject.

Answer. I heard him say in a conversation that he had bought the Slater land for taxes.

Question to the same by defendant. How much was the land worth at the time of the sale, taking a quitclaim deed, and what did other lands sell at per acre at said sale?

Answer. With a quitclaim deed and I consider it not worth more than twenty-five cents per acre, and what other lands sold for at said sale I know not.

And further the deponent saith not.

ASA BEE.

The said Zebulon Bee, being first sworn and cautioned to testify the whole truth, deposes as follows:

Question by complainant. Are you acquainted with the lands, or any part thereof, which the sheriff of Ritchie sold on the seventh of October, 1845, as the land of William Slater for arrearages of taxes, and which were purchased by Lewis Maxwell, and subsequently conveyed to him by the clerk Ritchie County court? If so, what do you suppose was the value of the lands at the time they were so sold?

Answer. I am acquainted with one tract said to belong to William Slater and sold at that time. I suppose the land at that time, with a good deed, was worth fifty cents per acre.

Question by same. How many acres of said land do you suppose would
52 have been sufficient to raise forty dollars if the land had been sold in parcel at the time the said sale was made?

Answer. I suppose eighty acres of property divided and sold for its worth would have been sufficient to raise forty dollars.

Question to same by defendant. What would said land have been worth at the time of the sale taking a quitclaim deed, and was the land worth more than other woodlands in the country?

Answer. I suppose it would have been worth twenty-five cents per acre, according to the value of lands at that time. I do not know on an average as it was worth more than other woodlands in the county.

And further the deponent saith not.

ZEBULON BEE.

Which said depositions so taken as aforesaid, at the time and place aforesaid, together with my notification to the said Lewis Maxwell of the time and place of taking the same, I herewith return by me to the said court, under my seal.

[SEAL.] JOHN HARRIS.

The President of the United States of America to John Harris, a justice of the peace in and for the county of Ritchie, in the State of Virginia, greeting:

Know ye that we, trusting to your fidelity and provident circumspection in diligently examining Q. M. Zinn, Asa Bee, and Zebulon Bee, witnesses on behalf of William Slater, a citizen and inhabitant of the State of Maryland, complainant, against Lewis Maxwell, a citizen and inhabitant of the western judicial district of Virginia, defendant, in a certain suit in chancery now depending in the district court of the United States for the western
53 district of Virginia, holden at Clarksburg, we command you, the said John Harris, that at such certain days and places as you shall appoint you appear, and the witnesses aforesaid before you you call and cause to come, and them diligently examine on the Holy Evangelists of Almighty God, and their examination into our said , distinctly and plainly, without delay you shall send and certify enclosed, returning also this writ.

Witness the Hon. John W. Brockenbrough, judge of the United States court for the western district of Virginia, at Clarksburg, this 19th day of July, 1852, and in the 77th year of the independence of the United States of America.

[SEAL.] ERASMUS STRIBLING,
Clk U. S. D. C., W. D. Va.

To Lewis Maxwell, Esq.:

At the instance of William Slater, I shall, on the 15th day of February next, at the clerk's office of the county court of Ritchie County, State of Virginia, take depositions to be read in evidence on behalf of the said Slater on the trial of a cause pending in the district court of the United States for western district of Virginia, holden at Clarksburg, wherein the said Slater is complainant and you are defendant. Given under my hand as one of the justices of Ritchie County court 18th January, 1853.

[SEAL.] JOHN HARRIS, *J. P.*

LEWIS COUNTY, *ss:*

Matthew W. Harrison made oath before me, a justice of the peace for said county, that on this day he delivered to Lewis Maxwell a copy of this notice. Given under my hand this 25th day of January, 1853.

W. W. WARDER, *J. P.*

And said depositions are endorsed: "1853, Feb'y 19, received under
54 seal and filed by comp. Postage endorsed 10 c.
"Sp. term, March 29, opened in court by order of court.
"E. STRIBLING."

THE UNITED STATES OF AMERICA, *District of Maryland, to wit:*

I, John Carrere, a commissioner appointed by the circuit court of the United States for the fourth circuit, in and for the Maryland district, pursuant to the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," do hereby certify that on the nineteenth day of July, in the year of our Lord one thousand eight hundred and fifty-two, at my office, in the city of Baltimore, within the district of Maryland, personally appeared before me Elijah Taylor, of Baltimore County, in the State of Maryland, a witness for the complainant in a certain civil cause depending in the district court of the United States for the western district of Virginia, wherein William Slater is complainant and Lewis Maxwell is defendant; and the said witness

being by me first carefully examined, and cautioned, and duly sworn according to law, to testify the whole truth, and being examined on behalf of the complainant, makes oath, deposeth, and saith as follows, to wit:

That a company was formed, which company purchased fifty-two thousand acres of land in Western Virginia. Of this company deponent was one of the members. William Slater, the complainant in this case was
55 another. Lewis Maxwell, the defendant, was another. John and Abraham Kerr were also members, as were also R. and J. Smith and others. That all the members of said company lived east of the mountains, and, in fact, in the city and county of Baltimore, except Louis Maxwell, the defendant.

ELIJAH TAYLOR.

And I, John Carrere, a commissioner, as aforesaid, do also certify that the reason for taking the foregoing deposition of Elijah Taylor is that the said witness lives in Baltimore County, in the State of Maryland, and at a greater distance than one hundred miles from the place of trial of the aforesaid cause of William Slater against Lewis Maxwell, depending the said district court of the United States for the western district of Virginia, holden at Clarksburg. And I do also certify that no notification to the said defendant or to any attorney of said defendant to be present at the taking of said deposition, and to put interrogatories if he might think fit, was first made out and served on said defendant or any attorney of said defendant, because neither the said defendant nor any attorney of said defendant resided or was within one hundred miles of the place of caption. And I do also certify that the deponent was by me first carefully examined and cautioned, and duly sworn according to law, to testify the whole truth, and that the foregoing deposition was then reduced to writing by me, and thereafter subscribed by said deponent in my presence. And I do further certify that I am not of counsel or attorney for either of the parties to the said cause, and that I am not interested in the event of the said cause.

56 Given under my hand and seal, at the city of Baltimore, within the district of Maryland, this nineteenth day of July, in the year of our Lord one thousand eight hundred and fifty-two.

[SEAL.] JOHN CARRERE.

THE UNITED STATES OF AMERICA, *District of Maryland, to wit:*

I, Thomas Spicer, clerk of the circuit court of the United States for the fourth circuit, in and for the Maryland district, do hereby certify that John Carrere, esquire, before whom the aforegoing deposition was taken, was, at the time of taking the same, a commissioner duly appointed by the said circuit court, pursuant to the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," and to all his acts as such full faith and credit is and ought to be given, as well in courts of justice as thereout.

In testimony whereof, I hereunto subscribe my name and affix the seal of the said circuit court this nineteenth day of July, in the year of our Lord one thousand eight hundred and fifty-two.

[SEAL.] THO. SPICER, *Cl'k Cir't C't.*

Cost of taking the deposition, commissioner	$2 00
Marshal, for serving the subpœna for witness	50
Clerk's certificate	50
	3 00

And said deposition is endorsed: "U. S. dist. court, Clarksburg. Sept. 18th, 1852, received and filed; 6 cents postage. Sp. term, 1853, March 29th, opened in court by order of court.

"E. STRIBLING, *Clk.*"

To Lewis Maxwell, Esq'r:

You are hereby notified that, at the instance of William Slater, I shall, on the 26th day of July, 1859, at the clerk's office of the county court
57 of Ritchie County, State of Virginia, take the deposition of James R. Jones, to be read in evidence on the trial of the suit in chancery pending in the district court of the United States for the western district of Virginia, holden at Clarksburg, wherein the said William Slater is complainant and you are defendant. Given under my hand this 22d day of July, 1859.

D. BOUGHNER, JR., *one of the Justices of the County Court of Ritchie County, State of Virginia.*

VIRGINIA, *Ritchie County, to wit:*

Personally appeared before me, Daniel Boughner, jr., one of the justices of the county court of Ritchie County, Robert S. Blair, who made oath that he served the within notice on Lewis Maxwell, by delivering to him a true copy of the within notice, on the 23d day of July, 1859. Given under my hand this 23d day of July, 1859.

D. BOUGHNER, JR., *J. P., one of the Justices of the County Court of Ritchie County, State of Virginia.*

VIRGINIA, *Ritchie County, to wit:*

I, Daniel Boughner, jr., one of the justices of the county court of Ritchie County, State of Virginia, certify that on the 26th day of July, 1859, at the clerk's office of the county court of said county, I took the deposition of James R. Jones, hereto annexed, to be read in evidence on behalf of William Slater on the trial of his chancery cause against Lewis Maxwell, pend-
58 ing in the district court of the United States for the western district of Virginia, holden at Clarksburg. I further certify that I caused a notice in writing to be served on Lewis Maxwell of the time and place of taking said deposition, which is hereto annexed.

The said James R. Jones, being first duly cautioned and sworn by me to testify the whole truth, did depose and swear as follows:

Question by complainant's counsel. Question 1st. Was you present at a sheriff's sale of lands, in the year 1845, in the town of Harrisville, for the non-payment of taxes thereon?

Answer. I was.

Question 2d. Did you hear the sheriff of Ritchie County at that time offer a large tract of land for sale in the name of William Slater?

Answer. Yes, sir, I did.

Question 3d. At the time the sheriff was engaged in selling the said land, charged in the name of the said Slater, did you hear the defendant, Lewis Maxwell, make any statements relative to the owner of the land and his bidding therefor? If you did, state what the said defendant then said on the subject.

Answer. Mr. Maxwell, S. T. Bukey, and Manly Zinn were present. Mr. Zinn appeared like as if he wanted some of the land. Mr. Maxwell said he knew the men, and it was no use for them to bid; that it would be redeemed. I understood Mr. Maxwell to mean by the owner of the land.

59 Question fourth. If the said defendant Maxwell had not made the representations at the sale aforesaid, in relation to Slater redeeming the said tract of land, would any other person bid on said land?

Answer. It appeared to me that Mr. Bukey and Mr. Zinn were going to bid; they said they were going to bid on the Slater land.

Cross-examined by defendant.

Question 1st, by defendant. Who spoke to you about giving evidence in this cause, and when were you spoken to in relation to your evidence?

Answer. Robert S. Blair; on last Wednesday.

Question 2d. Did Robert S. Blair tell you that this suit was prosecuted by Thomas Stinchcomb, Miles White, Robert Purviance, jr., and others, who have bought Slater's interest in the land?

Answer. No, sir; he did not.

Question 3d. Were any other tracts of land sold at the sale you refer to except the Slater tract? If so, to whom were any of said tracts sold?

Answer. I don't recollect of any tract being sold except the Slater tract.

Question 4. Were not the tracts of Elijah Taylor, Adam Weaver, David Stewart, Michael Stittinger, Wm. and J. Smith, tracts lying in the same connection with the Slater tract, sold at the same time?

Answer. Don't recollect of any other being sold at that time.

60 Question 5. Did you hear Spencer Bukey or Manly Zinn say that they wanted to bid for the Michael Stittinger tract that adjoins the said Zinn's farm?

Answer. I did not understand it in that man's name.

Question 6. Did you hear Spencer Bukey or Manly Zinn say that they wished to buy any other tract than the Slater tract?

Answer. No, sir; I did not.

Question 7. Did the defendant, at said sale, buy any other tract besides the Slater tract?

Answer. Don't recollect that he did.

Question 8. Were there many people at the sale? If so, who were by when the defendant talked to Spencer Bukey and Manly Zinn?

Answer. There were a good many persons at the sale; don't recollect of any others being present at the time of the conversation.

Question 9. Did Manly Zinn assign any reason why he would not bid on the Stittinger tract that adjoins his home-farm? And what has become of Spencer Bukey?

Answer. I never heard of any reason being assigned, and never heard of the Stittinger tract before to-day. Mr. Bukey is dead.

Question 10. Were William A. Harrison or Thomas Neely, or either of them, present at said sale?

61 Answer. I don't recollect of their being there; they might have been there.

Question 11. Was the defendant standing or sitting when you say he talked to Bukey and Zinn, and what time in the day was it?

Answer. Well, sir, I don't recollect what time in the day it was; Mr. Maxwell was standing.

Question 12. Did Manly Zinn tell you why it was that he wished to bid for the Slater tract, and not for the Stittinger tract, or any other tract that was to be sold?

Answer. He did not; only he said he would like to have some of the Slater land.

Question 13. In what year did the said sale take place, and was there any conversation by the defendant about Weaver and Taylor redeeming their land?

Answer. To the best of my recollection, in 1845; I did not hear it if there was; I did not hear anything said about Weaver and Taylor.

Question 14. Did any one tell you what was necessary to Weaver in this case, or talk to you about it?

Answer. I don't recollect that any one did; but if they had it would all have been the same thing; I would swear the truth.

Question 15. How far do you live from the court-house of Ritchie County, and can you read and write?

Answer. I suppose it is between four and five miles; I can read, but can't write much.

62 And further witness saith not.

JAMES R. JONES.

And I do further certify that I reduced the evidence of said witness to writing, and that the witness subscribed the same in my presence. And I further certify that I am not counsel of attorney of either of the parties in the said cause, nor am I interested in the same. Given under my hand the 26th day of July, 1859.

D. BOUGHNER, JR., *one of the Justices of the County Court of Ritchie County, State of Virginia.*

One day's attendance proven by James R. Jones.

Time in taking deposition, three hours, at 75 per cts. per hr.....	$2 25
Issuing one summons and copy.....	30
Sheriff fee for serving.....	20
	2 70

Said deposition is endorsed: "U. S. dist. court, Clarksburg. 1859, July 28, received, under seal, from post office and filed; postage endorsed 6 c. 1860, sp. term, opened in court.

"Teste: JOS. W. CALDWELL, *Clk.*"

Defendant's depositions.

William A. Harrison, attorney for William Slater:

SIR: Take notice that I shall take the deposition of Thomas S. Neely at his house, in Dodderidge County, on the 15th day of this month, to be read in evidence in a suit in chancery now pending in the district court of the United States for the western district of Va., holden at Clarksburg, in which

63 said William Slater is complainant, and myself defendant.

March 2d, 1854.

Yours, &c., LEWIS MAXWELL.

I accept this notice.

March 4, 1854. W. A. HARRISON, *Atto. for Wm. Slater.*

The deposition of Thomas S. Neeley, taken on the 15th day of March, 1854, at the dwelling-house of said Neely's, in the county of Dodderidge and State of Virginia, to be read in evidence in a suit in chancery now pending in the district court of the United States for the western district of Virginia, holden at Clarksburg, in which suit William Slater is complainant, and Lewis Maxwell the defendant.

The said Thomas S. Neely, after being carefully examined and cautioned to swear the whole truth, deposeth as followeth:

Question by defendant. Were you at the sale of lands in Ritchie County, Virginia, in 1845, for non-payment of taxes, and were you present during the said sale?

Answer. I was there at said sale, and I believe that I was present during the whole sale.

Question by same. Did you purchase any tracts of land at said sale? If so, how many tracts, and in whose name were said tracts sold?

Answer. I did purchase two tracts of land at said sale; one in the name of William A. Harrison of 500 acres, and one in the name of Adam Weaver of about 2,000 acres.

Question by same. Was Lewis Maxwell, the defendant in this suit, present at said sale?

64 Answer. The said Maxwell was present at said sale.

Question by same. Did said Maxwell purchase any tracts of land at said sale? and how did he deport himself at said sale?

Answer. He did purchase some tracts of land at said sale; and said Maxwell, sitting quietly by at the time of said sale, said nothing that I remember, but occasionally give a bid.

Question by same. During the progress of said sale did you hear said Maxwell proclaim before the crowd of bidders that they need not purchase William Slater's land, because said Slater would redeem his tracts of land?

Answer. I heard no such statement from said Maxwell to the best of my recollection.

Question by same. Did you know Mr. Bukey, who lived in Ritchie County, in his lifetime? and when did he depart this life?

Answer. I did know him in his lifetime, and I believe that he departed this life in the year 1846.

Further this deponent saith not.

THOS. S. NEELY.

Dodderidge County, March 15, 1854.

I hereby certify that I took the foregoing deposition in pursuance with the notice hereto annexed. And I do further certify that I have no interest in the event of this suit, nor am I counsel or attorney for either of the parties. Given under my hand.

SAM'L P. F. RANDOLPH, *J. P.*

And said deposition is endorsed: "U. S. dist. court, Clarksburg,
65 1853, March 25th, received under seal, and filed by defendant. Sp. term, March 29, opened in court by order of court.

"E. STRIBLING."

STATE OF VIRGINIA, *Ritchie County:*

I, A. S. Cove, a justice of the county court of Ritchie County, State of Virginia, certify that on the 17th day of August, 1853, at the clerk's office of the county court of Ritchie County, State aforesaid, at the instance of Lewis Maxwell, I took the depositions of A, B, and C, hereto annexed, to be read in evidence on the trial of a cause pending in the district court of the United States for the western district of Virginia, holden at Clarksburg, wherein said William Slater is complainant, and said Lewis Maxwell is defendant. And I further certify that the deposition of the said witness were reduced to writing by me and were subscribed by the said witness in my presence, and that the said witness were sworn by me to testify to the whole truth, and were carefully examined and cautioned by me to testify the whole truth. I further certify that I am not of counsel or attorney of either of the parties, nor am I interested in the event of the cause; which said depositions are as follows:

The said James McKinney being interrogated by the defendant, deposes and says:

Question by defendant. Are you the same James McKinney who
66 acted as detty sheriff in Ritchie, Virginia, in 1845, and who sold the

delinquent land in said county on the 7th day of October, 1845, and signed the list of said sale?

Answer. I am the same.

Question by defend. How and in what manner did you offer the said land for sale to the bystanders?

Answer. I sold the said land as follows: Who will pay the taxes and damages for the least quantity of acres on each tract when offered for sale. When getting no bid for a less quantity of acres, I then sold the whole tract.

Question by defendant. Did you hear me make any statements to the bystanders during said sale? If so, what did I state?

Answer. I do not recollect of hearing Lewis Maxwell make any statement during said sales in reference to the sale of said land.

And further the deponent saith not.

JAMES McKINNEY.

Cyrus Hall, deposeth and saith after being duly sworn, as follows:

Question by defendant. How long since you were elected attorney for the commonwealth, in the county of Ritchie, Virginia?

Answer. I was elected attorney in May, 1852.

Question by defendant. Are the tracts on the sale list of delinquent land in Ritchie County for the year 1845, in the names of Thos. Levering, G. W. Lurman, R. M. R. Smith, David Stuart, Adam Weaver, Elijah Taylor, and Wm. Slater, part of the Williams connection of land?

67 Answer. They are part of the Williams connection, to the best of my knowledge.

Question by same. Do you know of valuable improvements having been made on what is called the Slater land, by those claiming under me who reside thereon?

Answer. I do know of good improvements being made on what is called the Slater land by persons claiming under you.

Question by same. Are you acquainted with Manly Zinn? If so, what tract of land does his residence join? Is he an intelligent or ignorant man? And did you ever know him to be examined as a witness before he was examined as a witness in a suit of William Slater against me?

Answer. I am acquainted with Manly Zinn, and I think his residence adjoins a tract of land known as the Stettinger lands. I cannot say that he is a ignorant man or a smart man. I never knew him to be examined as a witness except in a suit of Slater against Maxwell.

Question to same by plaintiff's attorney. From your knowledge of Manly Zinn spoken of in your examination in chief, do you not regard him as an honest man, and that he is a man of truth and veracity, and one who would regard the sanctity of an oath as fully as any man in the county of Ritchie?

Answer. I know nothing against him as a man of honesty, veracity, and truth.

68 Question to same by defendant. If I had told one who had inquired why I did not bid for Elijah Taylor's land, and I had answered that he Taylor would redeem his land, is not said Zinn a man that would forget and put the name of Slater for Taylor?

Answer. I do not know whether he would make such mistake or not.

And further deponent saith not.

CYRUS HALL.

John Harris deposeth and saith, after being duly sworn, as follows:

Question. Are you the same John Harris before whom Slater took deposi-

caused a notice writing to be served on William A. Harrison, of the
73 time and place of taking said deposition, which is hereto annexed.

The said John P. Harris, first being duly cautioned and sworn by me to testify the whole truth, did depose and swear that he is acquainted with James R. Jones. I am acquainted with James R. Jones, and have known him for twenty years, and reside within four or five miles of him.

Question by defendant. What is the general character of James R. Jones, as a man of truth?

Answer. I believe his general reputation for truth is not very good.

(Question and answer excepted to by plaintiff's att.)

Question by defendant. What it the general character of James R. Jones, as a man of truth and veracity under oath?

Answer. I am not acquainted with his character when under oath.

Question by defendant. Have you acted as sheriff in the county of Ritchie? If so, when?

Answer. I did act as deputy sheriff from the spring of 1847 to the spring of 1850.

Cross-examined by pl'ff's att.

Question. From your knowledge of James R. Jones would you not as soon believe him, when under oath, as men in general?

Answer. I have never heard anything against him when under oath, but would not believe him as soon as men generally from his manner of telling things.

Question. Do you know the general reputation of James R. Jones,
74 in the neighborhood in which he resides, for truth and veracity, when under oath. If so, what is that reputation?

Answer. I don't know that I ever heard anything said of his veracity when under oath.

JOHN P. HARRIS.

Noah Rexroad, a witness on behalf of the defendant, first being duly sworn, deposeth and saith.

Question. Are you acquainted with James R. Jones? If so, how long have you been acquainted, and how far do you reside from him?

Answer. I am acquainted with him, and have known him for twelve or fifteen years, and reside four or five miles from him.

Question 2d. What is the general character of James R. Jones as a man of truth?

Answer. His general character for truth is not good.

(Question and answer excepted by pl'ff's att.)

Question 3d. What is the general character of James R. Jones as a man of truth and veracity when under oath?

Answer. I know nothing of his character when under oath, for I have never seen him under oath.

Question 4th. Have you acted as sheriff in the county of Ritchie? If so, when?

Answer. I have acted as sheriff in the years 1850, '51, '52.

Cross-examined by pl'ff's att.

Do you know the general reputation of James R. Jones, when under oath, among his neighbors for truth and veracity?

Answer. I do not know it. Have heard a good many things said,
75 but do not know whether it applied to him when under oath or not.

NOAH REXROAD.

William M. Patten, a witness on behalf of the plaintiff, first being duly sworn, testifies and says :

Question. Are you acquainted with James R. Jones? If so, how long, and how far do you reside from him ?

Answer. I am acquainted with James R. Jones; have known him for twelve or fifteen years, and reside four or five miles from him.

Question 2d. Are you acquainted with James R. Jones's reputation among his neighbors when under oath ? If so, state what it is.

Answer. I am not.

WM. M. PATTON.

William McGee, a witness on behalf of the plaintiff, first being duly sworn, deposeth and says :

Question 1st. Are you acquainted with James R. Jones? If so, how long, and how far do you reside from him ?

Answer. I am acquainted with James R. Jones, and have known him for the last eight years, and reside from four to five miles from him.

Question 2d. From your acquaintance with him would you believe him under oath ?

Answer. Yes, sir ; I think I would.

(Question and answer excepted to by defendant.)

WM. McGEE.

Henry Rexwad, a witness on behalf of the plaintiff, first being duly sworn, deposeth and says :

Question 1st. Are you acquainted with James R. Jones ? If so, how
76 long, and how far do you reside from him ?

Answer. I have seen him, but not much acquainted with him; have known him for twenty years or upwards; live within five or six miles of him.

Question. Are you acquainted with his character for truth and veracity when under oath ?

Answer. No; I am not acquainted.

Question. From what the people in the neighborhood say of his character, when under oath, would you believe him as soon as men generally ?

Answer. Would have nothing else to say, because I know nothing about him.

(Questions and answers excepted to by def't.)

HENRY his ⋈ mark. REXROAD.

Hiram S. Wilkinson, a witness on behalf of the pl'ff, first being duly sworn, deposeth and says :

Question first. Are you acquainted with James R. Jones? If so, how long, and how far do you reside from him ?

Answer. I have known him for six years; reside about five miles from him.

Question. Are you acquainted with his general character for truth and veracity when under oath ? If so, state what that is.

Answer. From what I know of him, and from what I have heard, I think I could believe him.

(Question and answer excepted by def't.)

Question. From that reputation would you believe him as soon as men in general when under oath ?

77 Answer. Yes, I would.

(Question excepted to def't.)

H. S. WILKINSON.

J. P. Harris, one day's attendance, 50; Noah Rexroad, 1 do., 50; Wm. M. Patten, 1 do., 50; Wm. McGee, 1 do., 50; Henry Rexroad, 1 do., 50; 1 summons by H. S. Wilkinson, served, 20; H. S. Wilkinson, 1 day's attendance, $3 20. And I do further certify that I reduced the evidence of the witnesses to writing, and that the witnesses subscribed the same in my presence. And I further certify that I am not counsel or attorney of either of the parties in the said cause, nor am I interested in the same. Given under my hand this 21st day of March, 1860.

D. BOUGHNER, JR., *one of the Justices of the County Court of Ritchie County, State of Virginia.*

And said deposition is endorsed: "U. S. dist. court, Clarksburg. 1860, sp. term, March 26th, received under seal, filed and opened in court by order of court.

"JOS. W. CALDWELL."

Exhibits filed by complainant.

VIRGINIA, *Ritchie County, to wit:*

I, William R. Louther, cl'k of the county court of said court, hereby certify that in the return made by the sh'ff of this county of all lands and lots sold for the non-payment of taxes due thereon, in October, 1845, is a return of
78 the following tract of land, viz: 19,944 acres, lying on Hughes River, returned delinquent, and sold in the name of William Slater, and purchased by Lewis Maxwell. The amount of taxes due $30 03; am't paid by purchaser $31 53. Given under my hand this 7th day of June, 1849.

WILLIAM R. LOUTHER, *Cl'k.*

VIRGINIA, *Ritchie County, to wit:*

I, James McKinney, clerk of the county court of said county of Ritchie, hereby certify that at a sale of lands, in said county of Ritchie, made by N. Rexwad, sheriff thereof, at the front door of the court-house of said county, on the 3d day of September, 1850, for arrearages of taxes due and remaining unpaid thereon, for the years 1846, 1847, 1848, and 1849, a tract of land containing 9,944, returned by the sheriff delinquent in the name of Wm. Slater, was sold for arrearages of taxes amounting $23 78. And I further certify that at said sale, at the said time and place, Lewis Maxwell agreeing to take the smallest amount of said tract of land and pay the said sum of $23 78, did agree to take twenty-five acres thereof, and pay said sum, which, together with the interest and cost of sale, amounted to the sum of $24 96, which sum the said Maxwell did pay for the quantity of twenty-five acres aforesaid. And that all which will more fully and at large appear from the record and proceedings of said sale now on file in my office.

JAMES McKINNEY, *Clerk R. C.*

79 Rec'd 30th August, 1852, from William Slater, by the hands of Wm. A. Harrison, thirty dollars, amount of taxes and damages paid by me to the sheriff of Ritchie County, for twenty-five acres of land purchased by me in September, 1850, for taxes, and sold as land belonging to said Slater by the sheriff of Ritchie County.

LEWIS MAXWELL.

This indenture, made this first day of August, in the year of our Lord one thousand eight hundred and forty, between William Slater and Margaret Slater, his wife, of Frederick County, in the State of Maryland, of the first part, (said Slater and wife being at this time in the city of Baltimore,) and William L. Hopkins and James Moir, of the said State, and of the city of Bal-

timore aforesaid, of the second part, witnesseth, that the said parties of the first part, for and in consideration of the sum of five dollars to them in hand paid, at and before the sealing and delivery of these presents, by the said parties of the second part, the receipt whereof is hereby acknowledged, have given, granted, bargained, and sold, assigned, transferred, enfeoffed, conveyed, released, and confirmed, and by these presents do give, grant, bargain, and sell, assign, transfer, enfeoff, convey, release, and confirm, unto the said parties of the second part, their heirs and assigns forever, all the following described tracts or parcel of land, situate, lying, and being in the State of Virginia; that is to say:

I. A tract of land lying in Harrison County, in said State, containing nineteen hundred and eighty-nine acres of land, watered by
80 Wolfpen Run and other tributaries to the right-hand fork of Arnold's Creek, and further identified by the fact that it surrounds a tract of ninety-seven acres of land belonging, or said to belong, to Sanford B. Carrol, and which said tract is marked "Moir & Hopkins, 1,989 acres," on the map of certain lands agreed to be sold and conveyed to sundry persons, made by Adam Weaver, surveyor, in the summer of eighteen hundred and thirty-nine, and which said tract hereby conveyed was one of those agreed to be conveyed to the parties of the second part hereto by the said Henry O. Middleton, before the agreement dated on the twelfth day of February, in the year eighteen and thirty-nine, which, with the consent and at the request of the said parties of the second part hereto, the said Moir and Hopkins, was heretofore conveyed, along with other tracts, by the said Henry O. Middleton to William Slater, a party of the first part hereto, by deed deposited for record in the office of the clerk of Harrison County court, among the land records of said county, and wherein the metes and bounds are described particularly.

II. A tract of land lying also in Harrison County aforesaid, containing nineteen hundred and ninety-two acres, and marked on said map "John McCurley, 1,992 acres;" watered by tributaries of the left-hand fork of Arnold's Creek, and further identified by surrounding a part of a tract of land of ninety-eight acres, belonging, or said to belong, to Palser Flesher, which tract was agreed by said McCurly should be conveyed to said Slater,
81 to whom the said Middleton accordingly conveyed the interest of the said McCurly therein, having been purchased by the said Moir and Hopkins, and which said tract is described by metes and bounds by the deed of said Middleton, deposited for record in Harrison County, as aforesaid.

III. A tract of land included in said tract, mentioned and marked on said map "Moir & Hopkins, 1,980," acres lying part in Harrison and part in Lewis County, in said State of Virginia; watered by Panther's Run, a tributary of the south fork of Hughes River, and adjoining, on the north side thereof, tract of land belonging to Richard Bond and Richard Hickman.

IV. A tract of land included in said deed, containing nineteen hundred and ninety-four acres of land, marked on said map "Moir & Hopkins, 1,995 acres," lying in Lewis aforesaid; watered by a tributary of the Atterslide, and Hesh Run, a tributary of the middle fork of Hughes River, and adjoining on the north and northeast tract of land belonging to William Louther and Joseph Gray. The metes and bounds of which tract hereby conveyed are set forth in the deed aforesaid, which is also recorded among the land records of Lewis County aforesaid; which four above-mentioned tracts hereby conveyed and intended, and meant to be so, contain, in all, seven thousand nine hundred and fifty-six acres of land, more or less, and all of which are
82 included in the deed from Henry O. Middleton, made in pursuance of the agreement aforesaid, with the appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever, as tenants common, and not as joint tenants, to their own use, benefit, and behoof, and for no other purpose or interest whatsoever.

In witness whereof, the said parties of the first part have hereunto set their hands and affixed their seals on the day and year first above written.

WM. SLATER. [L. S.]
MARGARET SLATER. [L. S.]

Signed, sealed and delivered in the presence of—
JAS. A. GALLIGER.
GEORGE HANER.

STATE OF MARYLAND, *Frederick County, to wit:*

Be it remembered, that on this first day of August, in the year eighteen hundred and forty, before us, the subscribers, two justices of the peace of the said State in and for said county, do hereby certify that William Slater, a party to a certain deed bearing date on the first day of August, in the year eighteen hundred and forty, and hereto annexed, personally appeared before us, in our city aforesaid, and acknowledged the same to be his act and deed, and desired us to certify the same to the clerks of the counties of Harrison and Lewis, in the State of Virginia, in order that the said deed may be recorded.

Given under our hands and seals the day and year above written
83 firstly.

JAS. A. GALLIGER. [L. S.]
GEORGE HANER. [L. S.]

STATE OF MARYLAND, *Frederick County, to wit:*

Be it remembered, that we, the subscribers, two justices of the peace of the State of Maryland in and for the said county, do hereby certify that Margaret Slater, wife of William Slater, parties to a certain deed bearing date on the first day of August, 1840, and hereto annexed, personally appeared before us, in our county aforesaid, and being examined by us privily and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Margaret Slater, acknowledged the said deed to be her act and deed, and declared that she had willingly signed, sealed, and acknowledged the same, and that she wished not to retract it.

Given under our hands and seals the day and year first above written.

JAS. A. GALLIGER. [L. S.]
GEO. HANER. [L. S.]

STATE OF MARYLAND, *Frederick County, sct:*

I hereby certify that James A. Galliger and George Haner, gentlemen before whom the above acknowledgement appears to have been made, and whose names ars thereto subscribed, were, at the time of taking said acknowledgement, two justices of the peace for the State of Maryland in and for Frederick County, duly commissioned and sworn, and to all whose official acts full faith and credit is and ought to be given, as well in
84 courts of justice as thereout.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of Frederick County court, this 5th day of August, 1840.

HENRY SCHLEY,
Clk of Frederick County, Maryland.

STATE OF VIRGINIA:

LEWIS COUNTY COURT CLERK'S OFFICE, *December* 15*th*, 1840.

The foregoing deed from William Slater and Margaret Slater, his wife, to William M. Hopkins and James Moir, together with the certificates of acknowledgement and authentication thereon written, was this day presented in said office and admitted to record.

Teste : JOHN TALBERT, *Clk.*

A copy. Teste : JOHN MUNRO, *Clk.*

Deed—Henry O. Middleton to William Slater.

This indenture, made this first day of April, in the year one thousand eight hundred and fifty, between Henry O. Middleton, of the corporation of Fredericksburg, in the State of Virginia, of the one part, and William Slater, of Frederick County, in the State of Maryland, of the second part, witnesseth, that the said Henry O. Middleton, for, and in the consideration of the sum of three thousand and forty-three dollars, lawful money of the United States, to him in hand paid by the said William Slater at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold, released, enfeoffed, conveyed, and confirmed, and by these presents doth give, grant, bargain and sell, release, enfeoff, convey, and confirm, unto the said William Slater, his heirs and assigns, the following tracts and parcels of land, lying in the State of Virginia aforesaid, that is to say :

1. All that tract and parcel of land lying and being in Lewis and Harrison Counties, State of Virginia, which is drained by the tributaries of the south fork of Hughes River, and which is contained within the metes and bounds, courses and distances, following, that is to say: Beginning for the same at a white-oak and pointers, corner of Maxwell Armstrong, running thence north fifteen degrees west, two hundred and ninety-nine poles; thence north seventy-five degrees east, one hundred and twenty-nine poles, as protracted; thence north fifteen degrees west, one hundred and seventy-three poles, as protracted, to a beech, corner to Richard Bond; thence on his lines north seventy-seven and an half degrees east, thirty-six poles, to a beech; thence south seventy-six degrees east, fifteen and an half poles, to a poplar; thence south thirty-nine degrees east, forty-six poles, to two white-oaks; thence south twenty-three and an half degrees east, thirty-nine poles, to a beech; thence south sixty-one degrees east, eight and an half poles, to a beech; thence north fifty-six and an half degrees west, thirteen poles, to a beech; thence north one and an half degrees west, thirteen poles; thence north one and an half west, twenty-six poles, to a white-oak and beech; thence north thirty-six degrees west, thirty-two poles, to a maple; thence north three degrees west, fourteen poles, to pointers; thence north thirty-five degrees east, eighteen poles, to a white-oak; thence north sixty-four degrees east, thirty-eight poles, to a poplar, corner of Richard Bond and Richard Hickman; thence on Hickman's line south sixty three degrees east, two hundred and sixty-four poles, to a line, corner of Hickman's; thence leaving Hickman's line, south fifteen degrees east, three hundred and twenty-four poles, to a stake and pointers; thence south fifteen degrees east, two hundred and seven poles; thence south seventy-five degrees west, one hundred and fifteen poles, to a beech and pointers, corner of Richard Bond, protracted; thence on his lines south seventy-five degrees west, one hundred and sixty-eight poles, to a dogwood and chestnut-oak; thence leaving Bond's lines, north fifteen degrees west, ninety poles, as protracted; thence south seventy-five degrees west, one hundred and twenty-four poles, to a white-oak and dogwood, corner to Richard Bond; thence on his lines north forty

degrees west, forty-five poles, to a white-oak; thence south thirty degrees
west, two hundred and sixty-one poles, to a white-oak; thence north
87 seventy degrees west, seventy poles, to a beech and gum; thence
north fifteen degrees west, twenty-seven poles, to two beeches; thence north sixty degrees west, two hundred and three poles, to a chestnut-oak; thence north thirty degrees east, thirty-eight and an half poles, to two hickories; thence north fifty-five degrees east, one hundred and one poles, to a gum; thence north seventy-five degrees east, two hundred and forty-seven poles, to the beginning, containing and laid out for, by actual survey on the ground, except where the courses and distances are stated to have been protracted only, for nineteen hundred and eighty acres of land, more or less.

2. Also, all that tract and parcel of land lying and being in Lewis County, watered by Otter Slide and the drains of the strait fork, and by Bush Run, a tributary of the middle fork, which, as well as Otter Slide, discharges itself into the south fork of Hughes River, contained within the following metes and bounds, courses and distances, that is to say: Beginning for the same at a gum and beech, corner of J. C. & C. A. Nutter; thence on their line north one hundred and twenty-eight poles, to a stone and pointers, in the line of William Louther; thence on his line north forty-three degrees east, four poles, to a buckeye; thence north fifty degrees east, sixty-seven poles, to a
beech; thence south thirty-nine and an half degrees east, two hun-
88 dred and eighteen poles; thence north seventy-nine degrees east, fifty-one poles; thence north fifty degrees east, twelve poles, to a sycamore, corner of Joseph Gray; thence on his line north fifty degrees east, forty-one poles, to a white-oak; thence north sixty degrees east, thirty-three poles, to a white-oak; thence south seventy-nine degrees east, two hundred and eighty-six poles, to a buckeye; thence south thirty-five degrees east, one hundred and thirty-two poles, to a white-oak; thence leaving Gray's lines, south twenty-five degrees east, sixty-five poles, to a gum and sourwood, corner of George Hudkins, protracted; thence on his lines south seven and an half degrees east, one hundred and twenty-two poles, to a white-oak and dogwood; thence south sixty-three degrees east, one hundred and twelve and an half poles, to a stone, dogwood, and gum; thence leaving Hudkins's line south sixty-five degrees west, two hundred and fifty-seven poles, to two black-oaks, corner of Willis Nutter, as protracted; thence with his lines south seventy-five degrees west, one hundred and seventy-six poles, (176,) to two white-oaks; thence leaving his lines, north fifteen degrees west, ninety-four and an half poles, as protracted; thence north seventy-five degrees east, one hundred and seventy-six poles, to a marked line, as protracted; thence
on said line north fifteen degrees west, one hundred and forty-six
89 poles, to a maple and pointers; thence south seventy-five degrees west, seven hundred and twenty poles, (720,) to a poplar and pointers; thence north fifteen degrees west, two hundred and sixty poles; thence north seventy-five degrees east, one hundred and sixty-six poles, as protracted; thence north fifteen degrees west, seventy-nine poles, as protracted, to a line of J. C. & J. N. Nutter; thence on their line east, one hundred and thirty-seven poles, to the beginning, containing and laid out for by actual survey, except where the courses and distances are stated as being protracted only, for nineteen hundred and ninety-five acres of land, more or less.

3. Also, all that tract or parcel of land lying and being in Lewis County aforesaid, watered by the south fork of Hughes River, and contained within the metes and bounds, courses and distances following, that is to say: Beginning for the same at a hickory and pointers; thence south fifteen degrees east, two hundred and thirty-seven poles, to gum, red-oak and lanewood, on line of John M. Pritchards; thence on the lines of said Pritchard south seventy degrees west, one hundred and seven poles, to a white-oak and hickory;

thence south one hundred and seventy-two poles, to a sugar tree and white-oak; thence north seventy degrees east, two hundred poles, to a sugar and chestnut-oak, on line of J. C. &. C. N. Nutter; thence on their line
90 south ninety-four poles, to a hickory and beech; thence south seventy-five degrees west, five hundred and thirty-eight poles; thence north fifteen degrees west, one hundred poles, by protraction; thence south seventy-five degrees west, one hundred and sixty poles, to a marked line, by protraction; thence on said line north fifteen degrees west, one hundred and twenty-seven perches, to Elias Louther's line; thence on his lines north forty-eight degrees east, twenty-five poles, to a stake; thence north fifty-five degrees west, twenty-five poles, to a red-oak; thence north eighty-seven and *and* an half degrees west, sixteen poles, to a white-oak; thence south eighty-five degrees west, twenty-three poles, to a sycamore; thence north eleven and an half degrees west, eight poles, to a line; thence north seventy-eight and an half degrees east, twenty-four poles; thence north eighty-eight and an half degrees east, eighteen poles; thence south seventy-four degrees east, fourteen poles; thence south sixty-seven degrees east, eighteen poles; thence south seventy-four degrees east, nineteen poles; thence north forty-two and an half degrees east, twelve poles; thence north sixteen degrees east, thirteen poles, to a stake; thence south seventy-four degrees east, eight poles to a stake; thence south seventeen degrees west, sixty-seven poles, to stone pile; thence south seventy-three degrees east, one hundred and fifty-eight poles, to an ironwood; thence north twelve degrees east, one hun-
91 dred and thirty poles, to a hikcory; thence north seventy and an half degrees east, fourteen poles, (14,) to a sugar tree and white-oak; thence north seven degrees east, twenty-four poles, to a sugar stump; thence north forty-four degrees west, twenty-two and an half poles; thence north eighty degrees west, ten poles; thence south eighty-two degrees west, fourteen poles; thence north eighty-nine degrees west, twenty-five poles, to a buckeye; thence north one and an half degrees east six poles, to a beech; thence north eighty-six degrees east, sixteen poles, to a white-oak; north forty-nine degres east, sixteen and an half poles, to a white-oak, corner of John M. Pritchard; thence on Pritchard's lines south sixty and an half degrees east, thirty-five poles, to a maple; thence south thirty-five degrees east, thirty-four poles; thence south eleven degrees west, thirty-eight poles, to a beech; thence south fifty-two and an half degrees east, fifty-three poles, to pointers; thence north forty-eight degrees east, twenty and an half poles, to a white-oak; thence north thirty-nine degrees east, twenty-three poles, to a beech; thence north fifty-five degrees east, twenty-three poles to a beech and pointers, corner of Thomas Ireland; thence on Ireland's land lines south eighty-one degrees east, one hundred and thirty-four poles, to a beech; thence north two degrees west, one hundred and eighteen poles, to a forked beech; thence north ten degrees east, sixty-seven poles, to a gum; thence north eighty-seven degrees west, one hundred and thirty-two poles, to a beech and white-wood, on John M. Pritchard's lines; thence on his
92 line north eight and an half degrees east, forty-six poles, to a pine; thence south sixty and an half degrees west, two hundred and one poles, as protracted, to Elias Louther's land; thence on his lines north twenty-five degrees west, seven poles, to a maple; thence south eighty-four degrees west, twenty-four poles, to a white-oak; thence south sixty-eight and one half degrees west, seventeen poles, to a gum; thence south forty-two degrees east, twelve poles; thence south twenty-four degrees east, sixteen poles, to a beech; thence south eighty-four degrees west, eight poles, to a stake; thence north twenty-seven degrees west, fourteen poles; thence north forty-nine and an half degrees west, eight and an half poles; thence south sixty-eight and an half degrees west, eighteen poles; thence south

thirty-eight and an half degrees west, sixteen poles; thence south thirty-three degrees west, thirty poles; thence south twenty-nine degrees west, twenty-two poles; thence south sixteen degrees west, sixteen poles; thence south seven and an half degrees west, forty-two poles, to a beech; thence north eight and an half degrees west, eight poles, to a beech; thence north forty degrees west, fourteen poles, to a white-oak; thence north six degrees west, fifty-five poles, to two white-oaks, corner of William R. Louther; thence on his lines north thirty-three degrees east, thirty-three poles, to a linn; thence north six and an half degrees east, forty-five poles, to a white-oak; thence north fifty-five and an half degrees east, seventy-two poles, to
93 a rock; thence north twenty degrees west, thirty-nine poles, to a white-oak; thence south seventy-eight degrees west, ninety poles, to linn; thence north twenty-five degrees east, thirteen poles, to a beech; thence north seventy-three degrees west, thirty-seven poles, to a white-oak; thence south seventy-six and an half degrees west, forty-one poles, to a hickory; thence south thirty-three and an half degrees west, twenty-nine poles, to a marked line; thence on said line north fifteen degrees west, twenty-three poles, to a white-oak and pointers; thence north fifteen degrees west, two hundred and fifty-two poles; thence north sixty and three quarter degrees east, four hundred and thirty-five poles, by protraction, to a hickory, corner of Madison Wilson; thence leaving his lines, south one and an half degrees east, three hundred and fifty-six poles, to a gum, corner of Peter Pritchard; thence on his lines south fifteen degrees east, one hundred and twenty-four poles, to linn and ironwood; thence north seventy-five degrees east, three hundred and sixteen poles, to the beginning, containing and laid out for by actual survey on the ground, except where courses and distances are stated as being protracted only for nineteen hundred and ninety-seven acres, more or less.

4. Also, all that tract or parcel of land lying and being in Harrison County, in the State of Virginia, watered by the drains of Arnold's
94 Creek, a tributary of Middle Island Creek, which falls into the Ohio River above Parkersburg, and which is contained within the metes and bounds, courses and distances following, that is to say: Beginning for the same at a sycamore, corner of James Points, running thence on his line south seventy-five degrees west, six hundred and sixty-seven poles, to two hickories, corner of James Points; then leaving his land, south fifteen degrees east, one hundred and sixty poles; thence south seventy-five degrees west, one hundred and sixty poles, as protracted; thence south fifteen degrees east, three hundred and sixty-five poles, to a marked line; thence on said line north seventy-five degrees east, one hundred and sixty poles, to a chestnut-oak and pointers; thence north seventy-five degrees east, three hundred and forty-seven poles; thence north fifteen degrees west, two hundred and thirty-five poles, as protracted; thence north seventy-five degrees east, three hundred and twenty poles, as protracted, to a marked line; thence on said line north fifteen degrees west, two hundred and ninety-three poles, to the beginning, deducting out of the tract just described ninety-seven acres of land, belonging to Sanford B. Carroll, which is contained within the following metes and bounds, courses and distances, that is to say: Beginning for the same at an elm in the first line of the above tract and distant, south seventy-five degrees west, three hundred and sev-
95 enty-nine poles from the sycamore corner; thence south thirty-four degrees west, forty-two poles, to a white-oak; thence south five degrees west, thirty poles, to a red-oak; thence south twenty-nine degrees west, thirty poles, to a white-oak; thence south fifteen degrees west, twenty-four poles, to a white-oak; thence south forty degrees west, fifty poles, to a white-oak; thence south fifty-five degrees west, one hundred and twenty

poles, to a white-oak; thence south forty-five degrees west, seventy and an half poles, to a gum and service tree; thence south fifteen degrees east, one hundred and nine poles, to a maple; thence north thirteen degrees east, twenty-eight and an half poles, to a white-oak; thence north four degrees west, forty-four poles, to a linn; thence north twenty-five degrees east, twenty poles, to a poplar; thence north twenty-seven degrees east, twenty-two poles, to a maple; thence north forty-six degrees east, forty-six poles, to an ash; thence north sixty-six degrees east, eighty-five poles, to a white-walnut; thence north forty-four degrees east, fifty-six poles, to a gum; thence north nineteen degrees east, twenty-two poles, to a sugar tree; thence north thirty-two degrees east, sixty-eight poles, to a gum; thence north nine degrees west, thirty-two poles, to a beech; thence north ten degrees east, thirty-nine poles, to a beech; thence north thirty-nine degrees west, fourteen poles, to a beech; thence north eighty-nine degrees west, ten poles, to the elm, to the beginning corner of the
96 deducted tract, containing and laid out for, by actual survey on the ground, except where courses and distances are stated as being protracted only, for nineteen hundred and eighty-nine acres of land, more or less, after deducting the ninety-seven acres belonging to Sanford B. Carroll as aforesaid.

5. Also, all that tract or parcel of land lying and being in Wood and Harrison Counties, in the State of Virginia, lying on the waters of Cabin Run, a tributary of the north fork of Hughes River, and which is contained in the metes and bounds, courses and distances following, that is to say: Beginning for the same at a beech and pointers, corner of William Sommerville; thence on his line south fifteen degrees east, four hundred poles; thence leaving his lines, south seventy-five degrees west, two hundred and sixty-six poles, as protracted, to a marked line; then on said line south fifteen degrees east, ninety-one poles, to William Dixon's line; thence on his lines north eighty-six degrees west, two hundred and two poles, to a water-beech; thence south four degrees west, forty poles, to an ash; thence north eighty-six degrees west, ninety-eight poles, to a poplar; thence south four degrees west, eighty-two poles, to pointers on marked line; thence on said line, leaving Dixon's lines, south seventy-five degrees west, two hundred and thirty-four poles; thence north fifteen degrees west, two hundred poles, as protracted; thence south seventy-five degrees west, one hundred and twenty poles, as protracted, to a marked line; thence on said
97 marked line south fifteen degrees west, one hundred and sixty-six poles, to Manuel Dotson's line; thence on his lines south seventy-four and an half degrees east, one hundred and seventy-five poles, to a sugar tree; thence south thirty-four degrees east, one hundred and thirty poles; thence south seventy degrees east, fifteen poles, to a dogwood; thence south eighty-eight degrees east, thirty-six poles, to a white-oak corner, to Manuel Dotson's and William Leeson's; thence on Leeson's lines south, six poles, to two white-oaks; thence south thirty-five degrees west, sixty-eight poles, to a white-oak and maple; thence south fifty-five degrees east, forty-three and three quarter poles, to a beech and two maples; thence north thirty-five degrees east, forty-five poles, to a gum and beech; thence south fifty-five degrees east, sixty-four poles, to a white-oak and three pointers; thence north thirty-five degrees east, fifty-two poles, to a sugar tree and linn; thence north fifty-five degrees west, forty poles; thence north thirty-five degrees east, two hundred and three poles, to a white-oak; thence north seventy-nine and an half degrees east, ten hundred and twenty-three poles, to a poplar, hickory, and dogwood; thence north twenty-seven degrees west, fifty-three poles, to pointers on Henry Dotson's line; then on his lines north fifty-six and an half degrees east, one hundred and thirty-nine poles, to a

gum and white-oak; then north fifty-four degrees west, one hundred
98 and five poles, to a white-oak; then north thirty degrees west, fifty poles, to a white-oak; then south sixty-seven degrees west, thirty-five and an half poles, to a maple and hickory; then south thirty-eight poles to a red-oak; then south twenty-six degrees west, sixty-nine poles, to a black-walnut; then south thirty-six and a quarter poles, to a chestnut-oak; then south fifty-eight degrees east, thirty-two poles, to a dogwood and white-oak in William Leeson's line; then on his line south seventy nine and an half degrees west, two hundred and one poles, to a beech; then north twenty-seven degrees west, thirty poles, to a hickory and pointers; thence south forty-two degrees west, two hundred and forty poles, to a stone and pointers in Manual Dotson's line; then on his lines north forty degrees west, forty-three poles, to linnwood and pointers; thence north twenty-three degrees west, thirty-four poles, to a beech and pointers; thence north seventy-five degrees west, forty-two poles, to a white-oak; thence north forty-eight and an half degrees west, twenty-two poles, to a beech and pointers; thence north sixty-five degrees west, ninety-three poles, to a beech; thence north forty-two and an half degrees west, forty-five poles, to a stone on a marked line; thence north seventy-five degrees east, nine hundred and twenty-two poles, to the beginning, containing and laid out by actual survey on the ground, except where courses and distances are stated as being protracted only, for two thousand acres of land, more or less.

99 6. Also, all that tract or parcel of land lying in Harrison County, in the State of Virginia, which is watered by the head drains of the south fork and of the left-hand fork of Arnold's Creek, and which is contained within the metes and bounds, courses and distances following, that is to say: Beginning for the same at a gum and three white-oaks; thence north fifteen degrees west, five hundred and eighty-one poles, to a beech, corner to Paulser Flesher; then on his lines south forty-one degrees west, (41,) eighty-six poles, to a beech; thence south eleven degrees west, one hundred and sixteen poles, to a sugar tree; thence south eighty degrees west, sixty-one poles to a dogwood; thence south fifteen degrees west, forty-nine poles, to a beech; thence west forty-two and an half poles, to a water-beech; thence north eighteen degrees east, fifty-one poles, to a linn; thence north thirty-eight degrees east, eighty-eight poles, to a white-oak and beech; thence north six degrees east, seventy-three poles, to a white-oak; thence north fifty degrees east, sixty poles, to a white-oak; thence north fifty-nine degrees east, seventy-six poles, to a white-oak, corner of Flesher; thence leaving his lines, north fifteen degrees west, seventy-eight poles, to a corner of the nineteen hundred and eighty-nine acre tract of Moir & Hopkins; thence reversing their lines, south seventy-five degrees west, three hundred and twenty poles, by protraction; thence south fifteen degrees
east, two hundred and thirty-five poles, to a marked line, by protrac-
100 tion; thence on said line south seventy-five degrees west, three hundred and forty-seven poles, to a chestnut-oak and pointers, corner, in line of the nineteen hundred and eighty-nine acre tract of Moir & Hopkins aforesaid; thence leaving their lines, south fifteen degrees east, two hundred and ninety-four and an half poles; thence north seventy-five degrees east, two hundred and eighty-seven poles, by protraction; thence south fifteen degrees east, one hundred and sixty-one and an half poles, to a marked line; thence on said line north seventy-five degrees east, three hundred and eighty poles, to the beginning, containing and laid out for, by actual survey on the ground, except where the courses and distances are stated to be protracted only, nineteen hundred and ninety-two acres of land, more or less.

7. Also, all that tract or parcel of land lying and being in Harrison County, in the State of Virginia, watered by the south fork of Hughes River and its

tributaries, to wit: Feds Run, Sheep Run, Sycamore Run, Dry Run, and Walnut Run, and a small part watered by the head of the right-hand fork of Arnold's Creek, a tributary of Middle Island Creek, which falls into the Ohio River above Parkersburg, and which said tract or parcel of land is contained with the following metes and bounds, courses and distances, that is to say: Beginning for the same at a gum and three white-oaks, the beginning corner of John McCurdy; thence south fifteen degrees east,
101 five hundred and six poles, to a gum, corner of Richard Hickman; then on his line north fifty-six and an half degrees west, ninety-five poles, to a beech; thence north eighty-eight and an half degrees west, seven poles, to a lamewood and pointers; thence north forty-five degrees west, ten poles, to a white oak; thence north seventy-eight degrees west, twenty-six and a quarter poles, to a poplar; thence south nine and a quarter degrees west, thirty-nine poles, to a white-oak, corner of Richard Bond; thence on Bond's lines north sixty-eight and an half degrees west, eight poles, to a sugar tree; thence south seventy-eight degrees west, fifty-eight poles, to a sugar tree; thence south thirty-nine and an half degrees west, forty-four poles, to a sugar tree; thence north fifty-five degrees west, twenty-six poles, to a white oak; thence north eighty-two degrees west, one hundred and ninety-six (196) poles, to a beech; thence south twenty-three and an half degrees west, twenty poles, to a beech; thence south sixteen and an half degrees east, thirty-two poles, to a beech; thence south sixty-nine degrees east, thirty-nine poles, to a beech; thence north sixty-eight and an half degrees east, twenty-two poles, to a beech; thence south seventy-one and an half degrees east, fifty-eight poles, to a sugar tree; thence south fifty-one and an half degrees east, thirty-four poles, to a beech; thence south thirteen
102 and an half degrees east, eighteen poles, to a beech; thence south forty-three and an half degrees east, eighteen poles, to a beech; thence south five degrees west, twenty-five and an half poles, to a beech; thence south fifty-one degrees east, twenty-five and an half poles, to a beech, corner of Bond and of Moir and Hopkins; thence reversing lines of Moir and Hopkins, south fifteen degrees east, one hundred and seventy-three poles, by protraction; thence south seventy-five degrees west, one hundred and twenty-nine poles, to a marked line; thence on said line, leaving the line of Moir and Hopkins, north fifteen degrees west, one hundred and eighty-seven poles, to a beech and hickory, corner of Maxwell Armstrong; thence on his lines south seventy-five degrees west, five hundred and twenty-eight poles, to corner of Armstrong and Anda Nutter; thence on Nutter's lines north twenty-six degrees east, ninety-three poles, to a corner of Nutter; thence north sixteen degrees east, one hundred and twenty-three poles, to a corner of Nutter; thence north thirty-six degrees west, twenty poles to a corner of Nutter; thence north thirty-nine degrees east, two hundred and thirty poles, to a beech, corner of Nutter and of William Hall; thence on Hall's lines north fifty-five degrees east, thirty-eight poles, to a beech; thence south eighty degrees east, ten poles, to a linn and dogwood; thence south sixty-five degrees east, sixty-eight poles, to a linn; thence north
103 seventy-nine degrees east, twenty-eight and an half poles to a beech; thence south sixty degrees east, twenty-six and an half poles, to a beech; thence north forty and an half degrees east, twenty-nine poles, to a white-oak; thence north nine degrees west, thirty-two poles; thence north thirty-six degrees east, one hundred and five poles; thence north fifty-eight degrees east, forty-six poles, to a beech; thence south eighty degrees east, thirty-five poles, to an ash; thence north sixty-two degrees east, sixty-one poles, to a maple and pointers; thence south thirty degrees east, sixty-two and an half poles, to a hickory; thence north sixty-five degrees east, thirty-

five poles, to a poplar; thence north nine degrees east, eighty poles, to a poplar; thence south seventy-six degrees west, thirty-one poles, to two beeches; thence north fifty-five degrees west, forty-five poles, (45,) to a hickory; thence south sixty-one degrees west, one hundred and two poles, to a white oak; thence south seventy-seven degrees west, nineteen poles, to a sugar tree; thence south sixty-one degrees west, fifty poles, to a white-oak; thence south eighty-six degrees west, twenty-ones poles, to a beech; thence south thirty-six degrees west, one hundred and twelve poles, to a white oak; thence south sixty-six and an half degrees west, twenty-eight poles, to a white-oak and hickory; thence north fifty-seven degrees west, thirty-three poles, to a white oak; thence north nine and an half degrees east, twenty-
seven poles, to a red-oak; thence north sixty-five degrees east, six-
104 teen poles, to a red-oak; thence south twenty-five degrees west, forty-two poles, to a stone; thence north seventy-three and an half degrees west, sixty-six poles, to a dogwood; thence south twenty-nine degrees west, twenty poles, to a white oak; thence south twenty-eight degrees east, thirty-one poles, to a stake, corner of Hall and Anda Nutter; thence on Nutter's lines north eighty-one degrees west, one hundred and twenty-eight poles, to a white-oak; thence north fifty-seven and three quarter degrees west, one hundred and sixty-eight poles, to a white-oak and beech; thence south forty-one degrees west, one hundred and sixty-one poles, to a white-oak; thence south seventeen degrees west, one hundred and ninety-eight poles, to a stone, white-oak, hickory, and dogwood; thence south thirty-five degrees west, one hundred and eight poles, to a white-oak and pointers; thence south forty-eight degrees, eighty-four poles, to a maple and pointers; thence south forty degrees west, twenty-three poles, to a stone pile and pointers, corner of Anda Nutter and of J. and A. H. Herr; thence on a line of J. and A. H. Herr north fifteen degrees west, three hundred and twenty-four poles, to a poplar, a corner of J. and A. H. Herr, and to the Dever tract, and to a survey of Nathaniel Gray; thence on Gray's line north seventy-five degrees east, three hundred and twenty-seven poles, to a hickory and pointers; thence
north fifteen degrees west, four hundred and fifty-six poles, to a stake
105 and pointers; thence leaving Gray's lines, north seventy-five degrees east, three hundred and forty poles, to a chestnut-oak and pointers, in line of Moir and Hopkins, corner to John McCurly; thence on John McCurly's lines south fifteen degrees east, two hundred and ninety-four and an half poles; thence north seventy-five degrees east, two hundred and eighty-seven poles, by protraction; thence south fifteen degrees east, one hundred and sixty-one and an half poles, by protraction, to a marked line; thence on said line north seventy-five degrees east, three hundred and eighty poles, to the beginning, containing and laid out upon the ground by actual survey, except when the courses and distances are stated to be by protraction only, for three thousand nine hundred and eighty-two of land, more or less.

8. Also, all that tract or parcel of land situate, lying, and being in Lewis County, in the State of Virginia, which is contained within the metes and bounds, courses and distances following, that is to say: Beginning at a poplar and white-oak marked in seventeen hundred and eighty-four; thence south fifteen degrees and forty-two minutes east, one hundred and eighteen poles, to a corner of Major Wheeler; thence reversing his lines, north seventy-
five degrees east, one hundred and sixty poles, by protraction;
106 thence north fifteen degrees west, one hundred and eighteen poles, by protraction, to a corner of Major Wheeler on a marked line of Moir and Hopkins; thence on their lines north fifteen degrees west, one hundred poles, by protraction; thence south seventy-five degrees west, one hundred and sixty poles, to a marked line; thence on said line north fifteen degrees

west, one hundred and twenty-seven poles, to Elias Louther's line; thence on his lines south forty-eight degrees west, thirty-three poles, to a chestnut; thence north twenty-seven degrees west, seventeen poles; thence north nineteen degrees west, twenty-six poles; thence north three degrees east, nine poles, to a water-beech; thence north eleven and an half degrees east, twenty poles, to a rock; thence north forty degrees east, twenty-nine poles, to a beech; thence north nineteen and an half degrees west, eighty-eight and an half poles, to a stake; thence south eighty-nine degrees east, nineteen poles, to a sugar tree; thence south eighteen and an half degrees east, twenty-eight poles, to a stake; thence north thirty and an half degrees east, thirty poles, to a white-oak, corner of Elias Louther and of William R Louther; thence on lines of William R. Louther north forty-seven degrees west, eighty-two poles, to two white-oaks; thence north thirty-three and an half degrees east, twenty-two poles, to a marked line and corner of Moir and Hopkins in William R. Louther's line; thence on line of Moir and Hopkins north
107 fifteen degrees west, twenty-three poles, to a white oak and pointers, corner of Moir and Hopkins; thence leaving the line of Moir and Hopkins, south seventy-five degrees west, six hundred and fifty-eight poles, to a chestnut-oak and pointers ; thence south fifteen degrees east, four hundred and eighty-six poles, to a red-oak and pointers; thence north seventy-five degrees east, six hundred and seventy-six poles, to the beginning. From the above tract are to be deducted the tracts of Asa Bee and Joshua S. Davis as follows: the tract of Asa Bee is contained within the following metes and bounds, courses and distances, that is to say: Beginning for the same at a hickory on the west bank of the south fork of Hughes River; thence north six degrees west, thirty-four poles, to a hickory; thence north twenty-four degrees west, one hundred and thirty-five poles, to a linn; thence north fifty-one degrees west, twenty-six poles; thence south fifty-eight and an half degrees west, seventy-six poles; thence south fifteen degrees east, one hundred and thirty-two and an half poles, to a hickory; thence south eighty-one degrees east, eighty-three poles, (83,) to a white-oak; thence north seventy-five degrees east, twenty-seven poles, to the beginning, containing one hundred acres of land, more or less. The tract of Joshua S. Davis is contained within the following metes and bounds, courses and distances, that is to say: Beginning at a gum on the west bank of the south fork of
108 Hughes River; thence north thirty-six degrees west, thirty poles, to a beech; thence south seventy-seven degrees west, one hundred and twenty-two poles, to a white-oak; thence south eighty-nine degrees west, thirty-four poles, to a white-oak; thence south ten degrees west, forty eight poles, to a beech; thence north sixty-eight degrees west, forty poles, to a chestnut-oak; thence south thirteen and an half degrees west, fourteen poles, to a forked sycamore; thence south four degrees east, forty poles, to a water beech; thence south thirty-four degrees east, thirty-nine poles, to a chestnut and water-beech; south sixty and an half degrees east, thirty polse, to a beech; thence north sixty-two degrees east, eighty-two poles, to a beech; thence north forty-eight poles, to five water-beeches; thence north seventy-nine degrees east, forty-eight poles, to a sycamore; thence north fifty degrees east, twenty-nine poles, to a white-oak; thence north thirteen degrees west, twelve poles, to the beginning, containing one hundred acres of land, more or less. The whole of said tract, exclusive of the two deducted tracts aforesaid, containing and laid out by actual survey on the ground, except where courses and distances are stated to be protracted only, for nineteen hundred and ninety-six acres of land, more or less.

9. Also, all that tract or parcel of land lying in Wood County, in the State of Virginia, watered by the tributaries of the north fork of Hughes River, which is contained within the following metes and bounds, courses

109 and distances, that is to say: Beginning for the same at a beech and dogwood corner of Edward Taylor; thence on his lines south twenty-five degrees west, seventy-one poles; thence south sixty-two and three quarters degrees, one hundred and sixty-one and a half poles; thence south eighty and three quarters degrees east, one hundred and seventy-one poles, to a maple; thence north nine degrees east, ten poles, to a dogwood on Taylor's line, corner of William Richards; thence on Richards's line south sixty-three degrees east, thirty-eight poles, to a beech; thence south thirty-one degrees east, seventeen poles, to a beech; thence south fourteen degrees east, sixty-eight poles, to a beech; thence south nineteen degrees west, twenty-two poles, to red-oak; thence south sixty-three degrees west, twenty poles to a white-oak; thence south eighty-six degrees west, forty poles, to point ers; thence south twenty-six degrees west, seventeen poles, to white-oak and two beeches, in line of William Richards and of R. and J. Smith; then reversing the line of R. and J. Smith, seventy-five degrees west, three hundred and twenty-one poles, to a stake and pointers, corner of R. and J. Smith and of Elijah Taylor; thence on line of Elijah Taylor south seventy-five degrees west, four hundred and twenty poles, to a beech, white-oak, and sugar tree, corner of Elijah Taylor, on line of Wilson Prunty; thence on Prunty's line north sixty-five degrees west, seventeen poles, to a
110 hickory and sugar tree; thence north thirty-five degrees west, three hundred and seven poles, to a white-oak; thence north seventy-three degrees west, one hundred and three poles, to a white-oak, service tree, and red-oak; thence south fifteen degrees west, forty-four poles, to a white-oak; thence south seventy-five degrees east, seventy-five and a half poles, to a white-oak; thence south thirty-five degrees east, two hundred and ninety-one poles, to a hickory; thence south sixty-five degrees east, five poles, to a sugar tree in Wilson Prunty and corner to Elijah Taylor; thence on line of Elijah Taylor south seventy-five degrees west, two hundred and twenty poles, to a stake and pointers, corner of Elijah Taylor; *south seventy-five degrees west, two hundred and twenty poles, to a stake and pointers, corner of Elijah Taylor;* then leaving his lines, north fifteen degrees west, three hundred and forty-three poles, to pointers, Jacob Brown's line; north seventy degrees east, fifty-one poles, to a beech; thence north fifty-one and an half degrees east, two hundred and ninety-six poles, to a beech; thence south thirty-five degrees east, thirty-eight poles, to a dogwood; thence south sixty degrees east, one hundred and seventy poles, to a white-oak; thence north sixty-three and a half degrees east, three hundred and six poles, to the beginning. From which said tract is to be deducted a tract of Elias Richards, containing within the following metes and bounds, courses and dis-
111 tances, that is to say: Beginning at a sugar and gum; thence north sixty-five degrees west, seventy-nine poles, to an ironwood and pointers; thence south twenty-six and a quarter degrees west, one hundred and sixteen poles, to a white-oak; thence south sixty-three and an half degrees west, seventy-seven poles, to a poplar; thence north twenty-six degrees east, thirty-six poles; thence north forty-two degrees east, thirty-five poles; thence north eighteen and an half degrees east, forty-nine poles, to the beginning, containing fifty-nine acres of land, more or less. The whole of said tract, deducting said excepted tract, containing and laid out for two thousand and thirteen acres of land, more or less.

The first, second, third, fourth, and fifth of the above-described tracts surveyed by Adam Weaver and allotted to Moir and Hopkins, of the city of Baltimore, under an agreement with the said Henry O. Middleton, which was finally concluded on the twelfth day of February, in the year (1839) eighteen hundred and thirty-nine; the sixth of said tracts being the tract surveyed as aforesaid, and allotted to John McCurly under the agreement aforesaid, and which said six

tracts are conveyed to the said William Slater by these presents, with the consent of said Moir and Hopkins and John McCurly, testified by their signatures hereto as witnesses hereof; and the seventh, eighth, and ninth of said tracts being the tracts surveyed as aforesaid, and allotted to the said William Slater under the agreement aforesaid. All of which tracts and
112 parcels of land as laid down on a plat thereof made by Adam Weaver aforesaid, under the agreement aforesaid, with the appurtenances unto all the said tracts and parcels of land belonging or in anywise appertaining. To have and to hold the said tracts and parcels of land, and every part and parcel thereof, together with all and singular the ways, waters, water-courses, mines, minerals, rights, members, privileges, advantages, and appurtenances to the same belonging or in anywise appertaining, to the said William Slater, his heirs and assigns forever, to his and their own use and behoof. And the said Henry O. Middleton, for himself, his heirs, executors, and administrators, and for every of them, doth covenant, promise, and agree to and with the said Wm. Slater, his heirs and assigns, by these presents, that he, the said Henry O. Middleton, his heirs, executors, and administrators, the tracts and parcels of land and premises above described and herein mentioned to be granted, bargained, and sold, with the appurtenances, unto the said William Slater, his heirs and assigns, shall and will warrant and forever defend, by these presents, against the claims of all persons whomsoever. And further, that the said Henry O. Middleton, his heirs, and all persons claiming under them, shall and will from time to time, and at all times hereafter, at the reasonable request, cost, and charges of the said William Slater, or any of his heirs or assigns, make and law-
113 fully execute, acknowledge, and deliver all and every such further and other deeds, conveyance, and assurance in the law whatsoever, for the better and more fully conveying and assigning to the said William Slater, his heirs and assigns, the said premises, with the appurtenances, hereinbefore described, to be mentioned, bargained, and sold according to the true intent and meaning of the parties to these presents, as by the said William Slater, or his heirs or assigns, or by any of their counsel learned in the law, shall be reasonably devised or advised or required.

In testimony whereof, the said Henry O. Middleton hath hereunto set his hand and seal the day and year first above written.

HENRY O. MIDDLETON. [SEAL.]

Signed, sealed, and delivered in the presence of us—the words "thence north nine degrees east, eighty poles, to a poplar," being first interlined in the 15th line of the 11 page—

MOIR.
SAM. PURVIANCE.
MCCURLY.
WILLIAM ECHELBERGER.

STATE OF MARYLAND, *City of Baltimore, ss:*

Be it remembered, and it is hereby certified, that on the first day of April, eighteen hundred and forty, before the subscribers, two justices of the peace in and for the city of Baltimore aforesaid, personally appeared Henry O. Middleton, a party to a certain deed bearing date the first of April, 1840, and hereto annexed, and acknowledged the same to be his act and
114 deed, and desired us to certify the said acknowledgment to the clerk of the county court of Wood, Harrison, and Lewis, in order that the said deed may be recorded.

Given under our hands and seals this 1st April, 1840.

WILLIAM ECHELBERGER. [SEAL.]
SAM'L PURVIANCE. [SEAL.]

VIRGINIA:

LEWIS COUNTY COURT CLERK'S OFFICE, *May 5th*, 1840.

The foregoing deed of bargain and sale from Henry O. Middleton to William Slater, together with the certificate of acknowledgment therein written, was this day presented in said office and admitted to record; and the same is now of record in Deed Book G, page from 777 to 793, inclusive, and examined.

Teste: JOHN TALBOTT, *Clerk.*

VIRGINIA:

Be it remembered, that this deed and certificate were admitted to record in Harrison County court clerk's office, August 17th, 1840, in Deed Book No. 28, and page 393 to 405, inclusive.

Attest: ELI MARSH, *Clerk.*

A copy. Attest: ELI MARSH, *Clerk.*

1852, Feb'y 16th, filed by compl't with bill.

115 *Exhibits filed by defendant.*

Virginia, Ritchie County court, April term, 1845.

Benjamin Webb, who has been duly commissioned sheriff for the county of Ritchie, this day appeared in court, and together with John Harris, Thos. M. Harris, James Harris, John P. Harris, jr., S. T. Bukey, Z. M. Pierpoint, Jacob Moats, John Webb, Dennis Dye, John Voss, and A. J. Wilson, his securities, this day appeared in court and acknowledged three several bonds, one in the penalty of thirty thousand dollars, and two others of four thousand dollars each, conditioned according to law. And thereupon the said Webb took the several oaths prescribed by law for a sheriff before executing the duties of his office.

A true copy from the records of Ritchie County court, August 27, 1855.

Teste: JAMES McKINNEY, *Clerk of Ritchie County Court.*

VIRGINIA, *ss:*

Ritchie County court, April term, 1855.

On motion of Benjamin Webb, sheriff of this county, James McKinney, Wm. P. McKinney, and Wm. Harris are admitted his deputies. Whereupon the said James McKinney, William P. McKinney, and William Harris came into court and took the several oaths prescribed by law before executing the duties of their office.

A true copy from the records of Ritchie County court, August 27th, 1855.

Teste: JAMES McKINNEY, *Clerk of Ritchie County Court.*

116 VIRGINIA, *ss:*

Ritchie County court, March term, 1846.

Benjamin Webb, who has been duly commissioned sheriff for the county of Ritchie, this day appeared in court, and together with Dennis Dye, S. T. Bukey, Z. M. Pierpoint, John Harris, John Webb, Samuel Hyman, John Hosteller, James Harris, John P. Harris, John Wass, A. J. Wilson, and Jacob Moats, his securities, appeared in court and acknowledged three several bonds, one in the penalty of thirty thousand dollars, and two others of four thousand dollars each, conditioned according to law. And thereupon the said Webb took the several oaths prescribed by law for a sheriff before executing the duties of his office.

A true copy from the records of Ritchie County court, August 27th, 1855.

Teste: JAMES McKINNEY, *Clerk of Ritchie County Court, Va.*

VIRGINIA, *ss:*

Ritchie County court, March term, 1846.

On motion of Benjamin Webb, sheriff of this county, James McKinney and William Harris are admitted his deputies. Whereupon the said James McKinney and William Harris came into court and took the several oaths prescribed by law before executing the duties of their office.

A true copy from the records of Ritchie County court, Aug. 27, 1855.

Teste: JAMES McKINNEY, *Clerk Ritchie Co. Ct.*

Filed by defendant Aug. 30, 1855.

117 At a court held for the county of Ritchie, at the court-house of said county, on the 1st day of April, 1845.

Present: Isaiah Wells, James McKinney, John S. Porter, Noah Rexroad, and Albert Sinnett, esq'rs, gentlemen, justices.

Benjamin Webb, who has been duly commissioned sheriff for the county of Ritchie, this day appeared in court, and together with John Harris, Thomas M. Harris, James Harris, John P. Harris, jr., S. T. Bukey, Z. M. Pierpoint, Jacob Moats, John Webb, Dennis Dye, John Wass, and A. J. Wilson, his securities, this day appeared in open court and acknowledged three several bonds, one in the penalty of thirty thousand dollars, and two others of four thousand dollars each, conditioned according to law. And thereupon the said Webb took the several oaths prescribed by law for a sheriff before executing the duties of his office.

And at another day, to wit, on the 2d day of April, 1845, the same court as above, except James McKinney, being present, on motion of Benjamin Webb, sheriff of this county, James McKinney, William P. McKinney, and William Harris are admitted his deputies. Whereupon the said James McKinney, William P. McKinney, and William Harris came into court
118 and took the several oaths prescribed by law before executing the duties of their office.

RITCHIE COUNTY, *to wit:*

I, William M. Patton, clerk of the county court of said county, in the State of Virginia, do certify that the foregoing orders of the qualification of Benjamin Webb, sheriff of Ritchie County, and the order of qualification of James McKinney, William P. McKinney, and William Harris, as deputy sheriffs for the said Benjamin Webb, are true and correct copies from the said orders.

Given under my hand this 31st day of March, 1860.

Teste: WILLIAM M. PATTON, *Clerk.*

Filed by defendant Aug. 30th, 1855.

List of all lands and lots within the county of Ritchie sold for the non-payment of the taxes due thereon for the years 1840, '41, '42, '43, *and* '44.

Names of persons charged with taxes.	Quantity of land charged.	Local description of land.	Amount of taxes charged.	Names of purchasers.	Quantity charged.	Am't of purchase money.	Date of purchase.
Beeson's, Jacob, heirs	250	N. Fork Hughes River	$0 77	J. B. Blair	250	$0 80	Oct. 7th, 1845
Brown, Isaac V.	1,000	Wood & Lewis Co	3 07	James Woods	1,000	3 22	do
Baldwin, Israel	2,000	Hughes River	1 21	William Leeson	2,000	1 27	do
Chambers, Benjamin	1,000	Hughes River	1 50	James Woods	900	1 57	do
Clark, Andrew G	55½	Pt. 500, Young's survey	10	P.G. Vanwinkle for cl'k	55½	10½	do
Clark, Thomas R	100	Pt. do. 5, Goose Cr	16	Thomas R Jones	100	16	do
Cooms, Wm	500	Pt Young's survey	95	P. G. Vanwinkle	500	99	do
Compton's, Jos., est., and R. Triplett	200	Dotson's Run	61	William B Dotson	200	64	do
Deem, Adam	32¾	¼ of 129 as Hughes River	51	Thomas R. Jones	32¾	53½	do
119 Esprick, Christian G	500	Lot No. 1, Goose Cr	1 89	William Patton	500	1 98	Redeemed by H. V. R. Lord, 6th Jan'y, 1847.
Ferguson's, Hugh, est	300	Dotson's Run	5 57	P. G. Vanwinkle	300	5 84	Oct. 7, 1845
Sarrison, Wm	250	Two tracts, Hughes River	1 86	Wm. Stitchcox	250	1 95	do
Do	1,000	No. 13, pt. Young's survey	1 25	P. G. Vanwinkle	1,000	1 31	do
Harrison, William	500	Hughes River	42	Thomas S. Neely	500	44	do
Harris, Nathan	900	do	1 89	Josiah Collins	600	1 98	Redeemed June 2, 1846.
Lounds, Joseph	1,000	W. Bond's Creek	1 52	John Ranson	74	1 59	Oct. 7th, 1845
Lamd, Jonathan, jr	55½	Hughes River	3	James N. Jones	55½	03	do
McMullen, Alexander	500	Hughes River	2 31	P. G. Vanwinkle	500	2 42	do
Do	500	do	1 52	P. G. Vanwinkle	500	2 59	do
Raildaffer, F. B	55½	Pt. 500 acr. Young's survey	51	P. G Vanwinkle	55½	57	do
Rogers's, Edward, est	169	North Fork Hughes River	2 63	Eli Marsh	169	2 76	do
Smith, R. M. R.	400	White Oak Creek	8 96	Lewis Maxwell	4,000	9 40	Redeemed in March, 1840, by Smith
Slater, William	19,944	Hughes River	30 03	Lewis Maxwell	19,944	31 53	Oct. 7, 1845

Stittinger, Michael	10,989	Hughes River		3	04	James Woods	10,989	3	19	do	
Stuart, David, jr	2,000	Bone Creek		3	06	Lewis Maxwell	2,000	3	21	do	
Stittinger, Michael	1,987	Bear Run and Middle Fork			64	James H. Jones	1,987		67	do	
Tibbs, James, and Wm. Dixon	308	Lot No. 14, Hartshorn's survey			26	John F. Snodgrass	308		27	do	
Walker, Parks	100	North Fork Hughes River			31	James Woods	100		32	do	
Wheaton's, Richard R., est	10	North Fork H. R			8	James Woods	10		8	do	
Weaver, Adam	1,986	do		1	51	James H. Jones	1,986	1	58	Redeemed by E. Bee	
Do	2,133	do		1	62	Thomas S. Neely	2,133	1	70		
Austin, Sarah, John, &c	500	North Fork H. R		1	51	Commonwealth	500				
Auld, Collin	1,600	4 tracts, 4 each, Goose Cr.		6	81	Commonwealth	1,600				
Austin, Asa	250	½ 500 acres, do			76	do	250				
Antrim, Aaron	250	do			76	do	250				
120 Bonnell, John	900	Hughes River		13	24	do	900				
Bond, Thos., jr	150	Lie Run, Arnold's Creek			51	do	150				
Baily & Coffam	500	Hughes River		1	52	do	500				
Chambers, Sam'l	1,000	do		1	19	do	1,000				
Dixon, William	408	North Fork Hughes River		1	36	do	408				
Garrison, John W	250	Big Island Run			38	do	250				
Hardcastle, Thos. M	200	Goose Creek			47	do	200				
Haus, Nathan	100	Hughes River		2	69	do	900				
Hoffman, Ripley	960	South Fork H. R		1	36	do	960				
Kimble, Robert	4,000	do		6	07	do	4,000				
Do	4,000	do		4	82	do	4,000				
Lerman, Geo. W	1,989	Arnold's Creek		8	66	do	1,989				
Lerman, Thos. W	1,980	White Oak		7	92	do	1,980				
Do	1,992	do		5	58	do	1,992				
Moore, Jacob	1,300	Lot No 25 and Goose Creek		4	79	do	1,300				
Morgan, Peter	50	30, both sides Goose Creek			09	do	50				
McClain, Robert	45	Arnold's Creek			82	do	45				
Moal, Joseph	900	Both sides H. R		2	71	do	900				
Newell, Joseph	100	Pt No. 7, South Fork H. R			79	do	100				
Do	907	Pt. No. 8, South Fork H. R		3	33	do	907				
Do	793	Pt. No. 9, South Fork H. R		2	92	do	793				
Nixon, Henry and Maria	9,700	Pt 10,000, N. F. H. R		10	86	do	9,700				
Purviance, John	500	W. Hughes River		1	12	do	500				
Do	100	Unknown			25	do	100				
Do	1,500	do		1	72	do	1,500				
Do	135	do			32	do	135				
Do	300	do			68	do	300				

List of all lands and lots within the county of Ritchie sold for the non-payment of the taxes, &c.—Continued.

Names of persons charged with taxes.	Quantity of land charged.	Local description of land.	Amount of taxes charged.	Names of purchasers.	Quantity charged.	Am't of purchase money.	Date of purchase
Purviance, John	625½	Unknown	$1 41	Commonwealth	625½		
121 Do.	500	do	57	do	500		
Do.	250	do	57	do	250		
Donald, Sam'l, trustee	622	No. 1 do	1 83	Benj. Webb			
Do	500	No. 2 do	1 42	do			
Do.	570	No. 3 do	1 58	do			
Do.	338	No. 4 do	98	do			
Do.	711	5 formerly by Moore	1 98	do			
Do.	511	6 S. F. H. R.	1 43	do			
Do.	498	7 do	1 38	do			
Do.	218	9 pt. lot, No. 24 do	63	do			
Do.	538	8 pt., 7, 8, do	1 51	do			
Do.	283	10 do	79	do			
Do.	169½	13 do	48	do			
Do.	114	23, formerly occupied by A. Donaldson	33	do			
Do.	189	23 do., do., Elijah Drake	51	do			
Do.	303	24 do., H. Humor	84	do			
Do.	321	26 do., John Cromwell	86	do			
Do.	291	31 do., A. Glover	82	do			
Do.	415	35 do., Wm. Steuart	1 15	do			
Herr, J. and A. H.	1,997	Hughes River	2 37	Lewis Maxwell			
Lorentz, John	400	Slab Camp do	31	Lewis Maxwell			
Moal, Sam'l, trustee for heirs of L. and R. Purviance	4,989	Several tracts H. R.	1 65	Benj. Webb			
Middleton, Henry O.	742	Hughes River	32	Henry O. Middleton			
Do.	1,000	Mill Cr.	76	do			

122	Middleton, Henry O.	500	Above mouth Bone Cr.		
	Riddle, John	87	South side H. R.		
	Simpson, Allen	4,000	Slab Camp do.		
	Smith, Augustus J.	1,000	N. F. H. R.		
	McDonald, Jacob	†72½	Hughes River		
	Austin, Cornelius	*100	North Fork H. R.		
	Do.	*1,000	do		
	Bartlett, Joshua, and others	*334	Drains of N. F. H. R.		
	Chadwic, Henry W. or Wm.	*5,000	Goose Creek		
	Elnot's, Jabez, est.	*151	South Fork H. R.		
	Price, Rodam	*1,200	Goose Creek		
	Do.	*1,232	do		
	Riddle, Hiram, and R. Camden	*234	Right Fork Spruce		
	Do.	*300	Right Fork Spruce		
	Steid, Josiah	*250	North Fork H. R		
	Do.	*500	do		
	Do.	*3,000	do		
	Do.	*2,300	Goose Creek		
	Do.	*100	Dotson's Run		
	Do.	*100	North Fork H R		
	Do.	*1,500	do		
	Do	*30,586	In 8 tracts, R. F. H. R.		
	Do.	*500	Pt. No. 5, Young's survey		
	Shaffera, Horatio G	*1,000	Pt. Stanly's		
	Swartz, A. J. B.	*1,300	Lot 34 and 36, Goose Cr.		
	Shiner, Wilson K.	*300	Goose Cr.		
123	Shock, Samuel	*5,000	Hughes River		
	Sears, Esquire	*100	Arnold's Creek		
	Stout, Edward	*15	Hughes River		
	Squire, Solomon, and others	*100	Arnold's Creek		
	Sleson, Alfred	*600	In two tracts, Hughes R.		
	Tucker, Eli B.	*138	Do. Cr. do		
	Thomas, Jesse H.	*100	Goose Creek		
	Thornberg, Alex.	*215¼	North Fork Hughes R.		
	Taylor, Elijah	*7,781	do		
	Do.	*7,224	Bone Cr, Middle Fork		
	Wheaton, Richard R, est.	*30	North Fork H. R.		
	Walker, Parks	*500	do		
	Walters, Ferdinand	*250	Hughes River		

	30	Henry O. Middleton			
	55	D. W. Sleeth			
	14	Lewis Maxwell			
7	53	Augustus J. Smith			
	97	Commonwealth	72½		Oct. 7, 1845.
1	27	Commonwealth	1,000		Oct. 7, 1845.
1	27	do	1,000		
6	37	do	334		
39	96	do	5,000		
4	41	do	151		
1	89	do	1,200		
	74	do	1,232		
	74	do	234		
	90	do	300		
1	14	do	250		
1	14	do	500		
4	57	do	3,000		
2	57	do	2,300		
	14	do	100		
	14	do	100		
2	28	do	1,500		
18	57	do	30,586		
	76	do	500		
7	37	do	1,000		
4	81	do	1,300		
2	70	do	300		
22	62	do	5,000		
	91	do	100		
	8	do	16		
	61	do	100		
	80	do	600		
2	05	do	138		
2	42	do	100		
1	71	do	215¼		
5	88	do	7,781		
1	92	do	7,224		
	10	do	30		
	78	do	500		
	75	do	250		

List of all lands and lots within the county of Ritchie sold for the non-payment of the taxes, &c.—Continued.

Names of persons charged with taxes.	Quantity of land charged.	Local description of land.	Amount of taxes charged.	Names of purchasers.	Quantity charged	Am't of purchase money.	Date of purchase.
Walters, Ferdinand	©125	Hughes River	$0 38	Commonwealth	125		
Willie, Robert, and J. S. Patton	©175	do	51	do	175		
Wetsel, George	©1,025	Hughes River	1 90	do	1,025		
Wenniger, Alstorpheus	©2,000	do	6 01	do	2,000		
Quane, Andrew	©1,000	do	1 52	do	1,000		
Cooper, James M.	30	South Fork Hughes R.	06	David W. Sleeth			
Ferry, Hugh	©960	No. 1 Indian Creek	3 35	do	960		
Do.	©960	No. 2 do	3 02	do	960		
Do.	©900	No. 3 do	3 11	do	900		
Do	©1,100	No. 4 do	3 85	do	1,100		
Gilmere, Robert & Wm	©1,600	On Goose Creek	12 49	do	1,600		
Hurst, Jacob	©900	Hughes River	2 58	do	900		
McKinny, James	©2,918	N. side Hughes River	9 60	do	2,918		
Do.	©2,000	W. s. do	6 67	do	2,000		
124 Do.	©200	do	6 67	do	200		
Do.	©300	do	8 54	do	300		
McKinney, William	©2,458	N. Fork H. River	13 94	do	2,458		
Smith, Hannan	‡148	South side Hughes River	7 41	do	148		
Steuart, Robert	‡139	do	3 66	do	139		

† This land was sold by the sheriff of Harrison in 1840, and purchased for the commonwealth.
© The above tracts were sold by sheriff of Wood County in 1840, and purchased for the commonwealth.
‡ These two tracts was sold by the sheriff of Lewis County in 1840, and bought in for the commonwealth.

RITCHIE COUNTY, *to wit:*

I, James McKinny, deputy sheriff, for Benjamin Webb, high sheriff of Ritchie County, do solemnly swear that the foregoing list contains a just and true account of all the lands and lots within my county which have by me been sold for the non-payment of the taxes due thereon for the years 1840, '41, '42, '43, and '44, and that I am not, directly or indirectly, interested in the purchase of any of the above mentioned lands or lots. So help me God.

JAMES McKINNY, *Deputy,*
For BENJ. WEBB, *S. R. C.*

Sworn and subscribed before me this 6 day of November, 1845.
JOHN S. PORTER, *J. P.*

VIRGINIA, *Ritchie County, to wit:*

I, James McKinney, clerk of the county court of said county, hereby certify that the foregoing is a true copy of the book returned to this office by the sheriff, at that time, of the land and lots sold by him in the years 1840, '41, '42, '43, and '44, for the non-payment of taxes due thereon. In
124 testimony whereof, I have hereunto subscribed my name and affixed my seal of office this 8th day of March, 1853.

Teste: JAMES McKINNY, *Clerk Ritchie Co. Court.*

125 STATE OF VIRGINIA, *Ritchie County, to wit:*

I, Richard Wanless, presiding justice of the county court of said county, hereby certify that James McKinney, whose name is signed to the foregoing certificate, is clerk of the county court of said county of Ritchie, duly elected and qualified as such, and that due faith and credit are to be placed in all his official acts as such.

Given under my hand and seal this 8th day of March, A. D. 1853.

RICHARD WANLESS,
Presd't Justice, Ritchie County.

This indenture, made this 25th day of May, 1840, between Henry O. Middleton, of Fredericksburg, and Lewis Maxwell, of Lewis County, both of Virginia, witnesseth, that the said Henry O. Middleton, for and in consideration of the sum of six hundred dollars to him in hand paid, the receipt whereof is hereby acknowledged, he, the said Henry O. Middleton, hath granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Lewis Maxwell, his heirs and assigns, a certain tract or parcel of land, with all the appurtenances thereto belonging, situate, lying, and being in the said county of Lewis, on the waters of Heus River,
126 and Cove Creek, containing three thousand nine hundred and seventy-seven acres, bounded as followeth, to wit: Beginning on the middle fork of the south fork of Heus River, at a beech, corner of Richard Bond; thence south 15 east, 286 poles, to a beech and chestnut; thence south 75 west, 168 poles, to a white-oak and dogwood; thence north 15 west, 286 poles, to a dogwood and chestnut; thence north 15 east, 90 poles; thence south 75 west, 124 poles, to a white-oak and dogwood, corner to said Bond; thence south 25 west, 88 poles, to two poplars; thence south 10 east, 101 poles, to a white-oak; thence south 10 west, 58 poles, corner to Bond; thence south 15 east, 145 poles, to a marked line; thence north 75 east, 59 poles, to a stake; thence south 15 east, 48 poles, to a stake; thence south 75 west, 23 poles, to a marked line; thence south 15 east, 118 poles, to a stake; thence south 75 west, 361 poles, to a white-oak and dogwood, corner of George Hudkins; thence south 45 west, 60 poles, to a stone; thence south 65 west, 257 poles, to two black-oaks, corner of Willis Nutter; thence south 15 E., 101 poles, to a beech and dogwood; thence south 60 W., 173 poles, to two white-oaks; thence south 10 W., 109½ poles, to a white-oak and sourwood; thence north 75 east, 1,539½ poles, to two chestnut-oaks; thence north 15 W., 488 poles, to a beech; thence north 15 west, 286 poles, to a stake; thence south 75 west, 115 poles, to the beginning. To have and to hold the above described tract or parcel of land, with the appurtenances, unto the said Lewis Maxwell, his heirs and assigns, to the only proper use and
127 behoof of the said Lewis Maxwell, his heirs and assigns forever. And the said Henry O. Middleton, for himself and his heirs, doth hereby covenant that he hath good right and title and lawful authority to convey said tract of land. And the said Henry O. Middleton, for himself and his heirs, the said tract of land and every part thereof against himself and his heirs, and every other person or persons whatsoever, to the said Lewis Maxwell, his heirs and assigns, shall and will warrant and forever defend by these presents.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

[L. S.] HENRY O. MIDDLETON.

We, John Davis and James Reed, justices of the peace for Harrison County, in the State of Virginia, do hereby certify that Henry O. Middleton, a party to the deed hereto annexed, bearing date on the 25th day of May,

1840, personally appeared before us, in our county, and acknowledged the same to be his act and deed, and desired us to certify the said acknowledgement to the clerk of the county court of Lewis County, in order that the said deed may be recorded.

Given under our hands and seals this 25th day of May, 1840.

[L. S.] JOHN DAVIS.
[L. S.] JAS. REED.

LEWIS COUNTY COURT CLERK'S OFFICE, *May 27th*, 1840.

This deed from Henry O. Middleton to Lewis Maxwell, together
128 with the certificate of acknowledgement thereon written, was presented in said office and admitted to record.

Teste: JOHN TALBOTT, *Clerk.*

Ritchie County court, April term, 1843.

The court proceeded to the appointment of a clerk thereof, the members voting viva voce, and on counting (upon the 9th ballot) the court found a majority of the whole number of members thereof in favor of William R. Louther. Whereupon the said William R. Louther was declared duly appointed clerk of the county court of Ritchie County; who thereupon came into court, and, together with John G. Stringer, Daniel Ayers, Phillip Cox, jr., Alexander Louther, William B. Louther, and John C. Chancellor, his securities, entered into and acknowledged a bond in the penalty of three thousand dollars, conditioned as the law directs. And the said William R. Louther took the oath of fidelity to the commonwealth, the oath prescribed by the act entitled "An act to suppress dueling," the oath to support the constitution of the United States, and the oath of office.

A true copy from the records of Ritchie County court. August 27th, 1855.

Teste: JAMES McKINNY, *Clerk Ritchie Co. C't, Va.*

Filed by defendant Aug. 30th, 1855.

129 *Deed, 8,000 acres—William R. Louther, cl'k, to Lewis Maxwell.*

This indenture, made this 27th day of October, 1847, between William R. Louther, cl'k of the county court of Ritchie County, in the State of Va., of the one part, and Lewis Maxwell, of the county of Lewis, of the other part, witnesseth that whereas 19,994 acres of land in several parcels were conveyed in the same deed, bearing date the first day of April, 1840, by Henry O. Middleton to William Slater, lying on the waters of Hughes River, and situated in the county of Ritchie and State of Virginia. The second parcel in said deed contains 1,995 acres, lying on waters of Strait Fork and Otter Slide, adjoining lands of William R. Louther and land of J. C. Nutter, situate in the county of Ritchie, and bounded as follows: Beginning at gum and beech corner to J. C. Nutter; thence north 128 poles, to a stone in a line of Wm. Louther; thence with his line N. 43 E., 4 poles, to a buckeye; thence N. 50 E., 67 poles, to beech; thence S. 39½ E., 218 poles, to a stake; thence north 70 E., 51 poles; thence north 50 E., 12 poles, to a sycamore, corner of Joseph Gray; thence on his line N. 50 E., 61 poles, to a white-oak; thence N. 60 E., 33 poles, to a white-oak; thence south 79 E., 286 poles, to a buckeye; thence S. 35 E., 132 poles, to a white-oak; thence leaving Gray's lines,
S. 25 E., 65 poles, to a gum and ironwood, corner of George Hudkins;
130 thence on his line S. 7½ E., 122 poles, to a white-oak and dogwood;
thence S. 63 E., 112½ poles, to a stone, dogwood, and gum; thence leaving Hudkins's line, S. 65 W., 255 poles, to a black-oak, corner to Willis Nutter; thence with his line S. 75 W., 176 poles, to two white-oaks; thence leaving his line, N. 15 W., 94½ poles; thence N. 75 E., 176 poles, to a marked

line; thence on said line N. 15 W., 146 poles, to a maple; thence S. 75 W., 720 poles, to a poplar; thence N. 15 W., 79 poles, to the line of Nutter; thence on said line E. 137 poles, to the beginning.

The 3d parcel in said deed containing 1,997 acres, lying on the south fork of Hughes River, in the county of Ritchie, adjoining lands of Jno. M. Pritchard and Nutter, and bounded as follows: Beginning at a hickory and pointers; thence S. 15 E., 277 poles, to a gum and red-oak, corner to Jno. M. Pritchard; thence on the line of said Pritchard S. 70 W., 107 p's, to a white-oak and hickory; thence S. 172 poles, to a sugar tree and white-oak; thence N. 70 E., 200 poles, to a sugar and chestnut-oak, on a line of Nutter; thence on laid line S. 94 poles, to a beech and hickory; thence 75 W., 538 poles; thence N. 15 W., 100 poles; thence S. 75 W., 160 poles, to a marked line; thence on said line N. 15 W., 127 poles, to Elias Louther's line; thence on his line N. 8 E., 25 poles; thence N. 55 W., 25 poles, to a red-oak; thence
N. 87½ W., 16½ poles, to a white-oak; thence S. 85 W., 23 poles, to a
131 sycamore; thence N. 11½ W., 8 poles, to a linn; thence N. 78½ E., 14
poles; thence N. 88½ E., 18 poles; thence S. 74 E., 14 poles; thence N. 67 E., 18 poles; thence S. 74 E., 19 poles; thence N. 42½ E., 12 poles; thence N. 16 E., 13 poles; thence S. 74 E., 8 poles; thence S. 17 W., 67 poles, to a stone pile; thence S. 73 E., 158 poles, to an ironwood; thence N. 12 E., 130 poles, to a hickory; thence N. 70½ E., 14 poles, to a sugar tree and white-oak; thence N. 7 E., 24 poles, to a sugar stump; thence N. 44 W., 22½ poles; thence N. 80 W., 10 poles; thence S. 82 W., 14 poles; thence N. 89 W., 25 poles, to a buckeye; thence N. 1½ E., 6 poles, to a beech; thence N. 86 E., 16 poles, to a white-oak; thence S. 49 E., 16½ poles, to a white-oak, corner of John M. Pritchard; thence on his lines S. 60½ E., 35 poles, to a maple; thence S. 35 E., 34 poles; thence S. 11 W., 38 poles, to a beech; thence S. 52½ E., 53 poles, to pointers; thence N. 48 E., 20½ poles, to a white-oak; thence N. 39 E., 23 poles, to a beech; thence N. 55 E., 23 poles, to a beech and pointers, corner of Thomas Ireland; thence S. 81 E., 134 poles, to a beech; thence N. 2 W., 118 poles, to a forked beech; thence N. 10 E., 67 poles, to a gum; thence N. 87 W., 132 poles, to a beech and white-wood, on John M. Pritchard's line; thence on his lines N. 8½ E., 46 poles, to a pine; thence S. 61½ W., 201 poles, to Elias Louther's land; thence on his land N. 25 W., 7 poles, to a maple; thence S. 84 W., 24 poles, to a white-oak; thence S. 68½ W., 17 poles to a gum; thence S. 42 E., 12 poles; thence S. 24 E.,
16 poles, to a beech; thence *thence* S. 81 W., 8 poles; thence N. 27
132 W., 14 poles; thence N. 49½ W., 8½ poles; thence S. 68½ W., 18
poles; thence S. 38½ W., 16 poles; thence S. 33 W., 30 poles; thence S. 29 W., 22 poles; thence S. 16 W., 16 poles; thence S. 7½ W., 42 poles, to a beech; thence S. 8½ W., 8 poles, to a beech; thence N. 40 W., 14 poles, to a white-oak; thence N. 6 W., 55 poles, to two white-oaks, corner of William R. Louther; thence on his line N. 33 E., 33 poles, to a linn; thence N. 6½ E., 45 poles, to a white-oak; thence N. 55½ E., 72 poles, to a rock; thence N. 20 W., 39 poles, to a white-oak; thence S. 78 W., 90 poles, to a lynn; thence N. 25 E., 13 poles, to a beech; thence N. 75 W., 37 poles, to a w. oak; thence S. 76½ W., 41 poles, to a hickory; thence S. 33½ W., 29 poles, to a marked line; thence on said line N. 15 W., 23 poles, to a white-oak and pointers; thence N. 15 W., 202 poles; thence N. 60¾ E., 435 p's, to hickory, corner of Madison Wilson; thence leaving his lines, S. 7½ E., 356 poles, to a gum, corner of Peter Pritchard; thence on his line S. 15 E., 124 poles, to a linn and ironwood; thence N. 75 E., 316 poles, to the beginning.

The 8th parcel in said deed contains 1,996 acres, lying and being on the south fork of Hughes River, adjoining land of Asa Bee, Louther, and Joshua S. Davis, and bounded as follows, to wit: Beginning at a poplar

and white-oak; thence S. 15 E., 118 poles, to a corner of Major Wheeler; thence leaving his line, N. 75 E., 160 poles; thence N. 15 W., 118
133 poles, to a corner of said Wheeler, in a marked line, S. 75 W., 18 poles, to a corner of Moir and Hopkins; thence on their line N. 15 W., 100 poles; thence S. 75 W., 160 poles, to a marked line; thence on said line N. 15 W., 127 poles, to Elias Louther's line; thence on his line S. 48 W., 33 poles, to a chestnut; thence N. 27 W., 17 p's; thence N. 19 W., 26 poles; thence N. 3 E., 9 poles, to a rock; thence N. 40 E., 29 poles, to a beech; thence N. 19½ W., 88½ poles; thence S. 89 E., 19 poles, to a sugar tree; thence S. 18½ E., 28 poles; thence N. 30½ E., 30 poles, to a white-oak, corner to Elias Louther; thence on lines of William R. Louther N. 47 W., 82 poles, to two white-oaks; thence N. 33½ , 72 poles, to a marked line; thence N. 15 W., 23 poles, to a white-oak and pointers; thence S. 75 W., 658 poles, to a chestnut-oak and pointers; thence S. 15 E., 486 p's, to a red-oak and pointers; thence N. 75 E., 676 poles, to the beginning; but out of this 8th parcel excepted the tracts of Asa Bee and Joshua S. Davis.

The 9th parcel of land contained in said deed and contains 2,013 acres lying on the waters of Hughes River, the north fork, in the county of Ritchie, adjoining the reverse line of land of William Richards, Wm. Prunty, and Elias Richards, and bounded as follows: Beginning at a beech and dogwood, corner to Edward Taylor; thence on his lines S. 25 W., 71 poles; thence S. 62¾ E., 16½ poles; thence S. 80¼ , 170 poles, to
134 a maple; thence N. 9 E., 10 poles, to a dogwood, corner to William Richards; thence on Richards's line S., 63 E., 38 poles, to beech; thence S. 31 E., 17 poles, to a beech; thence S. 19 W., 22 poles, to a red-oak; thence S. 63 W., 20 poles, to a white-oak; thence S. 86 W., 40 poles, to pointers; thence S. 26 W., 17 poles, to a white-oak and two beeches in Smith's line; then leaving said line, S. 75 W., 321 poles, to Smith's corner; thence on a line of Taylor's S. 75 W., 421 poles, to a beech, white-oak, and sugar tree, corner to Elijah Taylor, on the line of Wilson Prunty; thence on Prunty's line N. 65 W., 77 poles, to a hickory and sugar tree; thence N. 35 W., 377 poles, to a white-oak; thence N. 73 W., 103 p's, to a white-oak, service tree, and rock-oak; thence S. 15 W., 44 poles, to a white-oak; thence 75 E., 75½ poles, to a white-oak; thence S. 35 E., 291 poles, to a hickory; thence S. 65 E., 5 poles, to a sugar tree; thence S. 75 W., 220 poles, to pointers and corner of Elijah Taylor; thence leaving his line N. 15 W., 343 poles, to pointers on Jacob Beeson's line; thence on his line N. 70 E., 51 poles, to a beech; thence N. 51½ E., 296 poles, to a beech; thence S. 75 E., 38 poles, to a dogwood; thence S. 60 E., 170 poles, to a white-oak; thence N. 63½ E., 356 poles, to the beginning; from which said tract is to be deducted the tract of Elias Richards.

The foregoing parcels of land are situated in the county of Ritchie, and, together, make 8,001 acres, and is part of the 19,994 acres
135 which was duly entered on the commissioner's books of the county of Ritchie in the name of William Slater, and charged with the sum of $30 03 cts. as tax thereon for the years 1841, 1842, 1843, and 1844. And whereas the sheriff of the said county of Ritchie, in pursuance of the provisions of the act of the general assembly entitled an act concerning delinquent and forfeited lands, and provided for the sale of lands returned delinquent heretofore for the non-payment of taxes, passed the 10th of March, 1832, and of an act amending the said act, passed the 15th of February, 1833, and of the act to extend the time of redemption of lands and lots returned delinquent for the non-payment of taxes, west of the Alleganey Mountains, and for other purposes, passed the 27th of February, 1835, returned the said 19,994 acres of land

delinquent for the years 1841, 1842, 1843, and 1844, which delinquencies were, by the order of the said county of Ritchie, duly certified to the auditor, and said taxes not having been paid according to law, the said auditor transmitted a list of such delinquencies to the sheriff of the said county of Ritchie, and the said sheriff having advertised the time and place of sale, as by the said last-recited act required, said tax remaining due and unpaid, did, on the 7th day of October, 1845, being court day for the said county of Ritchie, before the front door of the court-house of the said county of
136 Ritchie, offer for sale the said 19,994 acres of land, or so much thereof as would satisfy the aforesaid taxes due and unpaid thereon and the commission of the said sheriff. At which said sale Lewis Maxwell became the purchaser of the said 19,994 acres of land for the sum of thirty dollars and three cents, for which the said sheriff granted the purchaser a receipt, pursuant to the act of assembly in that case made and provided, which sale was included in a list of all lands and lots sold in the said county of Ritchie for the non-payment of taxes due thereon, returned by the said sheriff to the court of the said county, and the proprietors of said land sold as aforesaid, for the non-payment of taxes charged thereon, having failed within two years from the time of sale thereof aforesaid to redeem said land according to the said act of assembly made in that case made and provided: Now this indenture witnesseth that the said William R. Louther, cl'k of the county court of Ritchie County, for and in consideration of the premises and of the sum of one dollar, lawful money, to him in hand paid, the receipt whereof is hereby acknowledged, and by virtue of the above-recited acts of the general assembly, hath, and by these presents doth grant, bargain, sell, alien, enfeoff, release, and convey 8,001 acres, part of the said 19,994 acres sold in the name of Wm. Slater, unto the said Lewis Maxwell, his heirs and assigns forever.

137 In testimony whereof, the said Wm. R. Louther, cl'k of the county court of Ritchie County, in the State of Virginia, hath hereunto set his hand and seal the day and year above written.

WILLIAM R. LOUTHER. [SEAL.]

RITCHIE COUNTY, *to wit:*

We, Noah Rexroad and John S. Porter, justices of the peace in and for said county, in the State of Va., hereby certify that Wm. R. Louther, cl'k, a party to a certain deed, bearing date the 22d day of October, 1847, and hereunto annexed, personally appeared before us, in our said county, and acknowledged the same to be his act and deed, and desired us to certify this acknowledgement in order that the same deed may be recorded.

Given under our hands and seals this 27th day of October, 1847.

NOAH REXROAD. [SEAL.]
JNO. S. PORTER. [SEAL.]

VIRGINIA, *ss:*

I, William R. Louther, cl'k of the county court of Ritchie County, hereby certify that the foregoing deed from Wm. R. Louther, cl'k, to Lewis Maxwell was presented in the c'k's office on the 3d Nov., 1847, together with the certificate of acknowledgment, tax paid, and admitted to record.

WM. R. LOUTHER, *Cl'k.*

A copy from the record, 2d June, 1849.
Teste:

WM. R. LOUTHER, *Cl'k.*

138 This indenture, made this 27th day of October, 1847, between William R. Louther, clerk of the county court of Ritchie County, in the State of Virginia, of the one part, and Lewis Maxwell, of the county

of Lewis, of the other part, witnesseth, that whereas 19,994 acres of land was conveyed by Henry O. Middleton in several parcels included in the same deed, which bears date the 1st day of April, 1840, all of said lying on the waters of Hughes River and part now in Dodderidge County and other part remains in Ritchie County. The first parcel in said deed contains 1,980 acres of land, lying on the headwaters of the south fork of Hughes River, adjoining land of Bond, Hickman, and Gaston, beginning at a white-oak and pointers, corner of Maxwell Armstrong; then N. 15 deg. west, 299 poles; thence N. 75 deg. E., 129 poles; thence N. 15 deg. west, 173 poles, to a beech, corner to Richard Bond; thence in his lines N. 77 E., 15½ poles, to a poplar; thence S. 39 E., 46 poles, to two white-oaks; thence S. 23½ E., 39 poles, to a beech; thence S. 61 E., 8½ poles, to a beech; thence N. 56½ west, 13 poles, to a beech; thence N. 36½ west, 13 poles; thence N. ½ W., 26 poles, to a white-oak and beech; thence N. 36 W., 32 poles, to a maple; thence N. 3 W., 14 poles; thence N. 35 E., 18 poles, to a white-oak; thence N. 64 E., 38 poles, to a poplar, corner of Richard Bond and Richard Hickman; thence S. 63 E., 264 poles, to a linn, corner of Hickman; thence S. 15 E., 37 poles;
139 thence S. 75 E., 115 poles, to a beech, corner of Richard Bond; thence on his lines S. 75 W., 168 poles, to a dogwood and chestnut-oak; thence N. 15 W., 90 poles; thence S. 75 W., 124 poles, to a white-oak and dogwood, corner of Richard Bond; thence on his line N. 40 W., 45 poles, to a white-oak; thence S. 30 W., 261 poles, to a white-oak; thence N. 70 W., 70 poles, to a beech and gum; thence N. 15 W., 27 poles, to two beeches; thence N. 60 W., 203 poles, to a chestnut-oak; thence N. 30 E., 38½ poles, to two hickories; thence N. 55 E., 101 poles, to a gum; thence N. 75 E., 274 poles, to the beginning.

4th. The fourth parcel in said deed contains 1,989 acres, lying on drains of Arnold's Creek, in the county of Doddridge, adjoining lands of James Points, and bounded as follows, to wit: Beginning at a sycamore, corner of James Points; thence on his line S. 75 W., 267 poles, to two hickories; thence S. 15 E., 160 poles; thence S. 75 W., 160 poles; thence S. 15 E., 365 poles, to a marked line; thence on said line N. 75 E., 160 poles, to a chestnut-oak; thence 75 E., 347 poles; thence N. 15 W., 235 poles; thence N. 75 E., 320 poles, to a marked line; thence on said line N. 15 W., 293 poles, to the beginning, deducting out of said tract 97 acres belonging to Sandford B. Carroll.

5th. The fifth parcel in said deed contains 2,000 acres, lying in Dodderidge County on the waters of Cabin Run, a tributary of the north fork of Hughes River, adjoining lands of William Sommerville and William Dixon,
140 beginning at a beech, corner of William Sommerville; thence on his line south 15 E., 400 poles; thence S. 75 W., 266 poles, to a marked line; thence on said line S. 15 E., 91 poles, to William Dixon's line; thence on his line N. 86 W., 202 poles, to a water-beech; thence S. 4 W., 40 poles, to an ash; thence N. 86 W., 98 poles, to a poplar; thence S. 4 W., 82 poles, to a marked line; thence on said line S. 75 W., 232 poles; thence N. 15 W., 200 poles; thence S. 75 W., 120 poles, to a marked line; thence on said line N. 15 W., 160 poles, to Manuel Dotson's line; thence on his line S. 74½ E., 175 poles, to a sugar tree; thence S. 34 E., 130 poles; thence S. 70 E., 15 poles; thence S. 80 E., 36 poles, to a white-oak; thence S. 6 poles, to two white-oaks; thence S. 35 W., 68 poles, to a white-oak and maple; thence S. 55 E., 43¾ poles, to a beech and two maples; thence N. 35 E., 45 poles, to a gum and beech; thence S. 55 E., 64 poles, to a white-oak; thence N. 35 E., 52 poles, to a sugar tree and linn; N. 55 W., 40 poles; thence N. 35 E., 203 poles, to a white-oak; thence N. 79½ E., 223 poles, to poplar, hickory, and dogwood; thence N. 27 W., 53 poles, to pointers in Henry Dotson's line; thence on his lines N. 56½ E., 139 poles, to a gum and white-oak; thence

north 54 W., 105 poles, to a white-oak; thence N. 30 W., 50 poles, to a white-oak; thence S. 67 W., 35½ poles, to a maple and hickory; south 38 poles, to a red-oak; thence S. 26 W., 69 poles, to a black-walnut; thence S. 36¼ poles, to a chestnut-oak; thence S. 58 E., 32 poles, to a dogwood and white-oak;
thence S. 79½ W., 201 poles, to a beech; thence N. 27 W., 30 poles,
141 to a hickory; thence S. 42 W., 240 poles, to a stone; thence N. 43 W.,
43 poles, to a sourwood and pointers; thence N. 23 W., 34 poles, to a beech; thence N. 75 W., 40 poles, to a white-oak; thence N. 48½ W., 22 poles, to a beech and pointers; thence N. 65 W., 93 poles, to a beech; thence N. 42½ W., 45 poles, to a stone; thence N. 75 E., 122 poles, to the beginning.

6th. The sixth parcel in said deed containing 1,992 acres, lying in Dodderidge County, State of Virginia, which is watered by the head-drains of the south fork of Hughes River and of the left-hand fork of Arnold Creek, adjoining lands of Paulser Flesher, beginning at a gum and three white-oaks; thence N. 15 W., 580 poles, to a beech, corner of Paulser Flesher; thence S. 41 W., 86 poles, to a beech; thence S. 11 W., 116 poles, to a sugar tree; thance S. 80 W., 61 poles, to a dogwood; thence S. 115 W., 49 poles, to a beech; thence west 42½ poles to a water-beech; thence N. 18 E., 50 poles, to a lynn; thence N. 38 E., 88 poles, to a white-oak and beech; thence N. 6 E., 73 poles, to a white oak; thence N. 50 E., 60 poles, to a white-oak; thence N. 59 E., 76 poles, to a white-oak, corner of Paulser Flesher; thence N. 15 W., 78 poles; thence S. 75 W., 320 poles; thence S. 15 E., 235 poles, to a marked line; thence on said line south 25 W., 347 poles, to a chestnut-oak;
thence S. 15 E., 294½ poles; thence N. 75 E., 287 poles; thence S. 15
142 E., 161½ poles, to a marked line; thence on said line N. 25 E., 380 poles, to the beginning.

7th. The seventh parcel in said deed containing 3,982 acres, lying in the county of Dodderidge, watered by the south fork of Hughes River, to wit, Feds Run, Dry Run, Sheep Run, and Walnut Run, and adjoining lands of Bond, Nutter, and Hickman, beginning at a gum and three white-oaks; thence S. 15 E., 506 poles, to a gum, corner of Richard Hickman; thence on his line N. 56½ W., 95 poles, to a beech; thence north 88 W., 77 poles, to a lanewood; thence N. 45 W., 10 poles, to a white-oak; thence N. 78 W., 26¼ poles, to a poplar; thence S. 9 W., 39 poles, to a white-oak; thence N. 68½ W., 80 poles, to a sugar tree; south 78 W., 58 poles, to a sugar tree; thence S. 39½ W., 44 poles, to a sugar tree; thence N. 55 W., 26 poles, to a white-oak; thence N. 82 W., 196 poles, to a beech; thence S. 23½ W., 20 poles, to a beech; thence S. 16½ E., 32 poles, to a beech; thence S. 69 E., 39 poles, to a beech; thence N. 68½ E., 22 poles, to a beech; thence S. 71½ E., 58 poles, to a sugar tree; thence S. 51½ E., 34 poles, to a beech; thence S. 13½ E., 18 poles, to a beech; thence S. 43½ E., 18 poles, to a beech; thence S. 5 W., 25½ poles, to a beech; thence S. 51 E., 25 poles, to beech; thence S. 15 E., 173 poles; thence S. 75 W., 129 poles, to a marked line; thence N. 15 W., 187 poles, to a beech and hickory, corner of Maxwell Armstrong; thence on his
line S. 75 W., 528 poles, to a corner of Armstrong and Nutter; thence
143 N. 26 E., 93 poles, to a corner of Nutter; thence N. 16 E., 123 poles, to a corner of Nutter; thence N. 36 W., 20 poles; thence N. 39 E., 230 poles, to a beech, corner of Nutter and Hall; thence N. 55 E., 38 poles, to a beech; thence S. 80 E., 10 poles, to a lynn and dogwood; thence S. 65 E., 68 poles, to a lynn; thence N. 79 E., 28½ poles, to a beech; thence S. 60 E., 26½ poles to a beech; thence N. 40½ E., 29 poles, to a white-oak; thence N. 9 W., 32 poles; thence N. 36 E., 105 poles; thence N. 58 E., 46 poles, to a beech; thence S. 80 E., 35 poles, to an ash; thence N. 62 E., 61 poles, to a maple; thence S. 30 E., 62½ poles, to an hickory; thence N. 65 E., 35 poles, to a poplar; thence N. 9 E., 80 poles, to a poplar; thence S. 76 W., 31 poles, to two beeches; thence N., 55 W., 45 poles, to a hickory; thence S. 61 W.,

102 poles, to a white-oak; thence S. 77 W., 19 poles, to a sugar tree; thence S. 61 W., 50 poles, to a white-oak; thence S. 86 W., 21 poles, to a beech; thence S. 36 W., 112 poles, to a white-oak; thence S. 66½ W., 28 poles, to a white-oak and hickory; thence N. 57 W., 33 poles, to a white-oak; thence N. 9½ E., 27 poles, to a red-oak; thence N. 65 E., 16 poles, to a red-oak; thence S. 25 W., 42 poles, to a stone; thence N. 73½ W., 66 poles, to a dogwood; thence S. 29 W., 20 poles, to a white-oak; thence S. 28 E., 31 poles to a stake; thence N. 81 W., 128 poles, to a white-oak; thence north 57 W., 168 poles, to a white-oak and beech; thence S. 41 W., 161 poles, to a white-oak; thence S. 17 W., 198 poles, to a stone and white-oak; thence S. 35 W., 108 poles, to a white-oak; thence S. 58 W., 84 poles, to a maple;
144 thence S. 40 W., 23 poles, to a stone pile; thence N. 15 W., 324 poles, to a poplar; thence N. 75 E., 327 poles, to a hickory; thence N. 15 W., 456 poles, to a stake; thence N. 75 E., 340 poles, to a chestnut-oak; thence S. 15 E., 294 poles; thence N. 75 E., 287 poles; thence S. 15 E., 161 poles, to a marked line; thence on said line N. 75 E., 380 poles, to the beginning.

The foregoing parcels of land were formerly in the county of Ritchie, but now are situated in the county of Doddridge, and together contains 11,943 acres, and is part of the 19,994 acres of land which was duly entered on the commissioner's books of the county of Ritchie, in the name of William Slater, and charged with the sum of thirty dollars and three cents as a tax for the years 1841, 1842, 1843, and 1844.

And whereas the sheriff of the said county of Ritchie, in pursuance of the provisions of the act of the general assembly, entitled "An act concerning delinquent and forfeited land, and providing for the sale of lands returned delinquent heretofore for the non-payment of taxes," passed the 10th of March, 1832, and of an act amending the said act, passed the 15th day of February, 1833, and of the act further to extend the time of the redemption of lands and lots returned delinquent for the non-payment of taxes, west of the Alleganey Mountains, and for other purposes, passed the 27th day of February, 1835, returned the said tract of land delinquent for the taxes for the years 1841, 1842,
145 1843 and 1844, which delinquencies were, by the order of the court of the county of Ritchie, duly certified to the auditor of public accounts, and said taxes not having been paid according to law, the said auditor transmitted a list of such delinquencies to the sheriff of the said county of Ritchie, and the said sheriff having advertised the time and place of sale, as by the last recited act required, said taxes remaining due and unpaid, did on the 7th day of October, 1845, being court day of the said county of Ritchie, before the front door of court-house of said county of Ritchie, offer for sale the said 19,994 acres of land, or so much thereof as would satisfy the aforesaid taxes due and unpaid thereon, and the commission of the said sheriff, at which sale Lewis Maxwell became the purchaser of the whole of the said 19,994 acres of land, for the sum of thirty dollars and three cents, for which the said sheriff granted to the said purchaser a receipt, pursuant to the act of assembly in that case made and provided, which sale was included in a list of all lands and lots in said county of Ritchie, for the non-payment of the taxes due thereon, returned by the said sheriff to the court of the said county of Ritchie, and the proprietor of the said land sold as aforesaid for the non-payment of the taxes charged thereon, having failed within two years from the time of sale thereof to redeem said land according to the act of assembly in that case made and provided: Now this indenture witnesseth that the said William R. Louther, clerk of the county court of Ritchie County, for and in consideration of premises, and of the sum of
146 one dollar, lawful money, to him in hand paid by the said Lewis Maxwell, the receipt whereof is hereby acknowledged, and by virtue

of the before recited acts of the general assembly, hath and by these presents doth grant, bargain, sell, alien, enfeoff, release, and convey unto the said Lewis Maxwell, his heirs and assigns forever, 11,943 acres, part of the said 19,994 acres of land so sold in the name of William Slater.

In testimony whereof, the said William R. Louther, clerk as aforesaid, in the State of Virginia, hath hereunto set his hands and seals the day and year above written.

[SEAL.] WM. R. LOUTHER, *C. R. C.*

RITCHIE COUNTY, *to wit:*

We, , justices of the peace in and for the county of Ritchie, Virginia, do hereby certify that William R. Louther, clerk, party to a certain deed bearing date on the day of October, 1847, and hereunto annexed, personally appeared before us, in our county aforesaid, and acknowledged the same to be his act and deed, and desired us to certify the same to the clerk of the county court of Dodderidge, in order that the said deed may be recorded.

Given under our hands and seals this day of October, 1847.

NOAH REXROAD. [SEAL.]
JOHN S. PORTER. [SEAL.]

DODDERIDGE COUNTY COURT CLERK'S OFFICE, *April the* 22, 1848.

This deed of bargain and sale from William R. Louther, clerk, to Lewis Maxwell, was this day presented in the clerk's office aforesaid, and
147 the same was admitted to record.

Teste: S. P. F. RANDOLPH, *Clk.*

A true copy. Teste: S. P. F. RANDOLPH, *Clk, D. C. C.*

UNITED STATES OF AMERICA, *Western District of Virginia, to wit:*

I, Jasper Y. Moore, clerk of the district court of the United States for the western district of Virginia, do hereby certify that the foregoing is a true transcript from the records and judicial proceedings of the said court, and contains the records and proceedings in a certain suit in chancery lately depending in the said court, between William Slater, complainant, and Lewis Maxwell, defendant, with all things touching the same, as fully and wholly as they exist among the records and proceedings of the court aforesaid.

In testimony whereof, I hereto set my hand and affix the seal of the said court, at Clarksburg, this 26th day of June, A. D. 1862, and in the 86th year of the independence of the United States of America.

JASPER Y. MOORE, *Clerk U. S. D. C., W. D. Va.*

For record and transcript, $88 68.

Filed March 7, 1865.